

**Commissioners Court -- JULY 5, 2022
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on JULY 5, 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

1. Adopt a Proclamation declaring July 2022 as Parks and Recreation Month in Hays County.
SHELL/T.CRUMLEY

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 July 15, 2022 payroll disbursements in an amount not to exceed \$3,155,000.00 effective July 15, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/RICHEY**
5. Approve a Software Subscription for the Sheriff's Office with SHI for an annual Power Field Training Officer subscription and amend the budget accordingly. **INGALSBE/CUTLER**
6. Approve the re-appointment of Commissioner Lon Shell and Commissioner Debbie Ingalsbe to the Greater San Marcos Partnership (GSMP) Board of Directors. **SHELL**
7. Authorize the acceptance of a grant award from the U.S. Department of Justice, Bureau of Justice Assistance for the FY21 State Criminal Alien Assistance Program (SCAAP) in the amount of \$101,195.00 and amend the budget accordingly. **BECERRA/T.CRUMLEY**

8. Authorize the Office of Emergency Services CERT Division to accept a \$500.00 contribution from the Buda Lions Club and amend the budget accordingly. **JONES/MIKE JONES**
9. Amend the Commissioner Pct. 1 operating budget for continuing education expenses related to the South Texas County Judge and Commissioners Association Conference. **INGALSBE**
10. Authorize the execution of a renewal Letter Agreement with the Community Supervision and Corrections Department (CSCD) related to the FY2023 Veterans' Services - Veterans' Treatment Court grant for Adult Probation Services. **INGALSBE/C.JOHNSON**
11. Authorize the Local Health Department to have Spectrum Internet and Wi-Fi services installed at the Med Park location in the amount of \$132.97 per month. **INGALSBE/T.CRUMLEY**
12. Approve Utility Permits. **INGALSBE/BORCHERDING**
13. Ratify the submission of a grant application to the Department of Justice, Patrick Leahy Bulletproof Vest Partnership (BVP) Grant Program in the amount of \$51,450.00. **INGALSBE/T.CRUMLEY**
14. Approve the transfer of \$415.00 to the County Judge's Continuing Education budget to cover attendance to the Texas Department of Emergency Management Conference and amend the budget accordingly. **BECERRA**
15. Approve Specifications for RFP 2022-P07 Electronic Security Upgrades and authorize Purchasing to solicit for bids and advertise. **BECERRA/T.CRUMLEY**
16. Approve specifications for IFB 2022-B17 Elder Hill Road - Raised Profile Striping and authorize Purchasing to solicit for bids and advertise. **SMITH/BORCHERDING**
17. Approve specifications for IFB 2022-B15 Francis Harris Lane - Low Water Crossing and authorize Purchasing to solicit for bids and advertise. **INGALSBE/BORCHERDING**

H.

ACTION ITEMS

I.

ROADS

1. Hold a public hearing with possible action to establish 4-way stop locations on Mathias Lane at the two western-most entrances for the Trails at Windy Hill subdivision: at the intersection with Texas Ash Drive and at the intersection with Spider Lily Drive. **INGALSBE/BORCHERDING**
2. Hold a public hearing with possible action to establish a 3-way stop location on High Road at the intersection with Goforth Road. **INGALSBE/BORCHERDING**
3. Discussion and possible action to accept the maintenance bond rider extensions from DNT Construction until December 31, 2022: Sunfield subdivision: Phase 2, Section 8 - bond #1060750 in the amount of \$188,961.00, Phase 2, Section 11 - bond #1060751 in the amount of \$231,755.60, Phase 3, Section 2 - bond #PB03016800273M in the amount of \$32,600.00, Phase 3, Section 4 - bond #PB03016800240M in the amount of \$22,000.00, Phase 3 "Roadway Extension" - bond #PB03016800210 in the amount of \$30,350.00. **JONES/BORCHERDING**
4. Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #US00112379SU21A in the amount of \$3,599,477.50, and acceptance of the 2-year maintenance bond #204919W in the amount of \$132,147.05 for Sunset Oaks subdivision, Phase 1, Section 1. **INGALSBE/BORCHERDING**
5. Discussion and possible action to approve the selection of LJA Engineering, Inc. to provide right-of-way acquisition services for the FM 2001 Gap project in Precinct 1 and Precinct 2; and authorize staff and counsel to negotiate a contract. **JONES/INGALSBE/BORCHERDING**
6. Discussion and possible action to approve the selection of K Friese & Associates, Inc. to provide professional design services for the FM 110 South Grading project in Precinct 1; and to authorize staff and counsel to negotiate a contract, granting a discretionary exemption to formal procurement pursuant to Texas Local Government Code Section 262.024(a)(4) (professional services). **INGALSBE/BORCHERDING**

7. Discussion and possible action to consider the release of the maintenance bond #HSIFSU0740229 in the amount of \$29,484.72 for Reunion Ranch subdivision, Phase 3, Section 2, release of the maintenance bond #HSIFSU0704229 in the amount of \$13,944.02 for Reunion Ranch subdivision, Phase 3, Section 5, and the acceptance of roads and surface drainage improvements into the County Road Maintenance System. **SMITH/BORCHERDING**
8. Discussion and possible action to authorize the Court to execute a Change Order No. 4 with LJA Engineering, Inc. in the amount of \$4,800.00 to provide Right-of-Way Acquisition services for the Darden Hill/Sawyer Ranch Road Intersection Roundabout project in Precinct 4 as part of the Hays County 2016 Road Bond Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **SMITH/BORCHERDING**
9. Discussion and possible action to authorize the County Judge to execute an Agreement for a Local On-System Improvement Project between Hays County and the Texas Department of Transportation related to the FM 2770 at Flint Hills Development Project in Pct. 4. **SMITH/BORCHERDING**
10. Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 in the amount of \$75,000.00 to the Professional Service Agreement with BGE, Inc. to provide construction engineering, inspection & testing (CE&I) services for the Lime Kiln Road project in Precinct 3, as part of the 2016 Road Bond Program. **SHELL/BORCHERDING**
11. Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 2 in the amount of \$97,067.86 to the Professional Service Agreement with HDR Engineering, Inc. to provide construction engineering, inspection & testing (CE&I) services as part of the On-Call CE&I contract and related to the 2016 Road Bond Program RM 3237 at RM 150 Roundabout project. **SHELL/BORCHERDING**
12. Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and BGE, Inc. to act as the General Engineering Consultant (GEC) for the SH 45 Study Project in Pct. 4. **SMITH/BORCHERDING**
13. Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and WSB Inc. to provide for the technical review of Traffic Impact Analyses of proposed residential and commercial developments. **JONES/BORCHERDING**
14. Discussion and possible action to award a contract for IFB 2022-B10 Winters Mill Parkway @ RM 3237 Intersection with Aaron Concrete Contractors, LP in the amount of \$2,056,525.60. **SHELL/BORCHERDING**

J.

SUBDIVISIONS

1. PLN-1726-NP; Gragg Subdivision. Discussion and possible action to consider a variance from section 721.5.05 (B) of the Hays County Development Regulations and approval of final plat. **SMITH/PACHECO**

K.

MISCELLANEOUS

1. Discussion and possible action to authorize the Justice of the Peace, Precinct 3 Office to hire the Justice Clerk slot 0855-009 position at the 14th percentile effective July 18, 2022. **SHELL/CABLE**
2. Discussion and possible action to authorize a not to exceed budget of \$27,750.00 for office furniture for the Magistration Division and Mental Health Specialty Court and amend the budget accordingly. **SHELL/MOORE/O'BRIEN**
3. Discussion and possible action to establish a system of payment by Hays County for Global Positioning System (GPS) monitoring as a condition of bonded release from the Hays County Jail. **SHELL/KENNEDY**
4. Discussion and possible action to authorize the County Judge to execute a Contract between Hays County and Texas State Sports Properties, LLC regarding sponsorship and advertising of the Hays County Sheriff's Office at Texas State University events; authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(7)(A) and amend the budget accordingly. **INGALSBE/CUTLER**
5. Discussion and possible action to authorize the Information Technology Department to purchase additional printers and licenses related to Ticket Writers for the Constables Offices and amend the budget accordingly. **INGALSBE/SMITH/MCGILL**

L.

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 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with the POSAC-recommended 2020 Parks and Open Space Bond Projects. Possible discussion and/or action may follow in open court. **BECERRA**
2. 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 real property owned by Hays County located at 401 Veterans Drive, Kyle in Pct.3. Possible discussion and/or action may follow in open court. **SHELL**
3. 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 real property owned by Hays County located at Clovis Barker Road and Civic Center Loop, San Marcos in Pct.1. Possible discussion and/or action may follow in open court. **BECERRA**

M.

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**

N. **ADJOURNMENT**

Posted by 5:00 o'clock P.M. on the 1st day of July, 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:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item

Adopt a Proclamation declaring July 2022 as Parks and Recreation Month in Hays County. **SHELL/T.CRUMLEY**

Summary

See attached proclamation.

Attachments

Proclamation - Parks & Rec Month



**PROCLAMATION DECLARING JULY 2022 AS
PARKS AND RECREATION MONTH**

WHEREAS parks and recreation are an integral part of communities throughout this country, including Hays County; and

WHEREAS parks and recreation promote health and wellness, improving the mental and physical health of people who live near parks; and

WHEREAS parks and recreation promote time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

WHEREAS parks and recreation encourage physical activities by providing hiking trails, swimming, educational programming, and spaces for play to promote active lifestyles; and

WHEREAS parks and recreation increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS parks and recreation are essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS Hays County recognizes the benefits derived from parks and recreation resources.

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

PARKS AND RECREATION MONTH IN HAYS COUNTY

ADOPTED THIS THE 5th DAY OF JULY 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 July 15, 2022 payroll disbursements in an amount not to exceed \$3,155,000.00 effective July 15, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/RICHEY**

Summary

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



Hays County Commissioners Court

Requested By: Sheriff Gary Cutler
Sponsor: Commissioner Ingalsbe

Agenda Item:

Approve a Software Subscription for the Sheriff's Office with SHI for an annual Power Field Training Officer subscription and amend the budget accordingly. **INGALSBE/CUTLER**

Summary:

The Sheriff's Office is requesting approval of an annual Power Field Training Officer (FTO) subscription with Power Digital Management Software. The subscription will assist the Field Training Officer Program. The online-based software is designed to monitor, grade, and evaluate new hire deputies. The software will replace spreadsheets, is all-encompassing, and can be specifically tailored for the requirements of the S.O. The FY22 amount to begin the subscription is \$3,447.40 which includes a one-time implementation fee; after that, the renewal will cost \$5,476.20 for year two.

Fiscal Impact:

Amount Requested: \$8,923.60
(FY22 - \$3,447.40)
(FY23 - \$5,476.20)
Line Item Number: 001-618-00.5429/5718_400

Budget Office:

Budget Amendment Required: Y/N?: YES
Comments: Year 2 (\$5,477) will need to be added to the FY23 budget if approved.
Budget Amendment:
\$1,292 - Increase Software Maintenance 001-618-00.5429
\$2,156 - Increase Software_Operating 001-618-00.5718_400
(\$3,448) - Decrease Law Enforcement Supplies 001-618-00.5206

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes
G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

FTO Subscription quote



Pricing Proposal
Quotation #: 22189770
Created On: Jun-23-2022
Valid Until: Jun-30-2022

TX-County of Hays

Yvette Faulkner

Phone: 512-393-7890

Fax:

Email: Yvette.magallanez@co.hays.tx.us

Inside Account Manager

Teresa Sapichino

290 Davidson Ave

Somerset, NJ 08873

Phone: 732-564-8240

Fax:

Email: Teresa_Sapichino@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 The PowerFTO Annual subscription provides an agency-wide license for unlimited number of programs and includes; Secure Storage on MS Azure Gov Servers, Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing t PowerDMS - Part#: PowerFTO Subscription Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: Jul-01-2022 – Sep-30-2022	1	\$1,291.60	\$1,291.60
2 The one-time implementation fee to build the site includes access to all online resources to assist in site customization, video tutorials, user-guides, an PowerFTO implementation specialist, and online user training sessions. PowerDMS - Part#: PowerFTO Setup Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: Jul-01-2022 – Sep-30-2022	1	\$2,155.80	\$2,155.80
3 The PowerFTO Annual subscription provides an agency-wide license for unlimited number of programs and includes; Secure Storage on MS Azure Gov Servers, Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing t PowerDMS - Part#: PowerFTO Subscription Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: Oct-01-2022 – Sep-30-2023 Note: Year 2	1	\$5,476.20	\$5,476.20
Total			\$8,923.60

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Sponsor: Commissioner Shell

Agenda Item

Approve the re-appointment of Commissioner Lon Shell and Commissioner Debbie Ingalsbe to the Greater San Marcos Partnership (GSMP) Board of Directors. **SHELL**

Summary

Hays County has 2 positions on the GSMP Board of Directors. The positions are to be held by members of the Commissioners Court. Commissioner Shell and Commissioner Ingalsbe have been nominated to be re-appointed to the GSMP Board of Directors contingent on the County's approval.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

T. CRUMLEY

Sponsor:

Judge Becerra

Agenda Item:

Authorize the acceptance of a grant award from the U.S. Department of Justice, Bureau of Justice Assistance for the FY21 State Criminal Alien Assistance Program (SCAAP) in the amount of \$101,195.00 and amend the budget accordingly.

BECERRA/T.CRUMLEY

Summary:

Hays County has received \$101,195 in funding for the State Criminal Alien Assistance Program (SCAAP) through the Department of Justice. These funds are used to offset jail operations expenses associated with incarceration of undocumented criminal aliens. Funding is based off the previous years Jail assigned law enforcement positions. The submission of this application was approved by the court on May 24, 2022.

Fiscal Impact:

Amount Requested: N/A

Line Item Number: 001-618-03.4301

Budget Office:

Source of Funds: Grant Funds

Budget Amendment Required Y/N?: YES

Comments: Budget additional funds received as a result of the approved application.

Budget Amendment:

(\$51,195) - Increase Intergovernmental Revenue 001-618-03.4301

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Intergovernmental Revenue

New Revenue Y/N?: Yes, additional funding

Comments:

Attachments

FY21 SCAPP

✓ Award Letter

June 15, 2022

Dear Ruben Becerra,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you that the Office of Justice Programs (OJP) has approved the application submitted by HAYS, COUNTY OF for a Payment Award (non-grant) under the funding opportunity entitled 2020 BJA FY 2020 State Criminal Alien Assistance Program Program Requirements and Application Instructions. The approved payment amount is \$101,195.

Review the award instrument below carefully and familiarize yourself with all requirements before accepting your payment award. The award instrument includes the payment award offer and award acceptance. In connection with this payment award, references to the term "award" should be understood as this payment award.

To accept the award, the Authorized Representative(s) must accept all parts of the award offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations on your payment award.

Maureen Henneberg
Deputy Assistant Attorney General

✓ Award Information

This award is offered subject to the conditions or limitations set forth in the award instrument.

Recipient Information

Recipient Name

HAYS, COUNTY OF

UEI

RH4DFY1GC2R3

Street 1

810 S STAGECOACH TRL

City

SAN MARCOS

Zip/Postal Code

78666

County/Parish

Street 2**State/U.S. Territory**

Texas

Country

United States

Province

**Award Details****Payment Award Date**

6/15/22

Award Type

Initial

Award Number

15PBJA-20-RR-00255-SCAA

Supplement Number

00

Payment Award Amount

\$101,195.00

Funding Instrument Type

Reimbursement

Assistance Listing Number Assistance Listings Program Title

16.606

Statutory Authority

The FY 2020 program is authorized by 8 U.S.C. § 1231(i) and Consolidated Appropriations Act, 2020, Pub. L. No. 116-93, 133 Stat 2317, 240. See also 28 U.S.C. § 530C(a).

☐ I have read and understand the information presented in this section of the award instrument.

▼ Award Conditions

This award is offered subject to the conditions or limitations set forth in the award instrument.



In accepting this award, the recipient declares and certifies, among other things, that any payment made will be used only for "correctional purposes", as required by 8 U.S.C. § 1231(i)(6).



In accepting this award, the recipient declares and certifies, among other things, that it has current information in the System for Award Management, as indicated in 2 C.F.R. Part 25.

☐ *I have read and understand the information presented in this section of the award instrument.*

✓ SCAAP Certifications

SCAAP Applicant Government and Submitting Government Official

On behalf of myself and the applicant government, and in support of this application to the FY 2020 program, I certify to OJP, under penalty of perjury, that the information on the applicant government and the submitting government official entered above as part of this online application to the FY 2020 program is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review, and is provided in accordance with the requirements, definitions, and instructions set out in the OJP document entitled [State Criminal Alien Assistance Program: FY 2020 Program Requirements and Application Instructions](#). I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this and all other certifications in this online application as material representations in any decision to make a SCAAP payment to the applicant government in response to this application.

I understand and acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant "State" or "unit of local government" to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also understand and acknowledge that payments under OJP programs such as SCAAP, including certifications provided in connections with such payments, are subject to review by USDOJ, including by OJP and the USDOJ Office of the Inspector General.

SCAAP Information on "Eligible Inmates"

On behalf of myself and the applicant government, and in support of this application to the FY 2020 program, I certify to OJP, under penalty of perjury, that the information on "eligible inmates" entered or uploaded as part of this online application to the FY 2020 program-- (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the OJP document entitled [State Criminal Alien Assistance Program: FY 2020 Program Requirements and Application Instructions](#), and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment under the FY 2020 program, and that this certification is subject to review by USDOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

SCAAP Information on "Correctional Officers" and "Facilities"

On behalf of myself and the applicant government, and in support of this application to the FY 2020 program, I certify to OJP, under penalty of perjury, that the information on "correctional officers" and "correctional facilities" entered or uploaded as part of this online application to the FY 2020 program-- (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the OJP document entitled [State Criminal Alien Assistance Program: FY 2020 Program Requirements and Application Instructions](#), and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment under the FY 2020 program, and that this certification is subject to review by USDOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

☐ *I have read and understand the information presented in this section of the award instrument.*

✓ SCAAP Use Of Funds

In accepting this award, the recipient declares and certifies, among other things, that any payment made will be used only for "correctional purposes," as required by 8 U.S.C. § 1231(i)(6). Please select at least one of the options below to indicate that payment will be used for one of the following allowable "correctional purposes."

- ☐ Salaries for corrections officers
- ☐ Overtime costs
- ☐ Corrections work force recruitment and retention
- ☐ Construction of corrections facilities
- ☐ Training/education for offenders
- ☐ Training for corrections officers related to offender population management
- ☐ Consultants involved with offender population

- ☐ Medical and mental health services
- ☐ Vehicle rental/purchase for transport of offenders
- ☐ Prison industries
- ☐ Pre-release/reentry programs
- ☐ Technology involving offender management/inter-agency information sharing
- ☐ Disaster preparedness continuity of operations for corrections facility
- ☐ *I have read and understand the information presented in this section of the award instrument.*

✓ Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Deputy Assistant Attorney

Name of Approving Official

Maureen Henneberg

Signed Date And Time

6/15/22 4:13 AM

General

Authorized Representative



Entity Acceptance

Title of Authorized Entity Official

County Judge

Signed Date And Time



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Mike Jones

Sponsor:

Commissioner Jones

Agenda Item:

Authorize the Office of Emergency Services CERT Division to accept a \$500.00 contribution from the Buda Lions Club and amend the budget accordingly. **JONES/MIKE JONES**

Summary:

The CERT Division received a donation from the Buda Lion's Club in appreciation for their assistance during local events. Funds may be used for any operational expenses as needed.

Fiscal Impact:

Amount Requested: N/A

Line Item Number: 001-656-98-313]

Budget Office:

Budget Amendment Required Y/N?: YES

Comments: N/A

Budget Amendment:

(\$500) - Increase Contributions 001-656-98-313.4610

\$500 - Increase Operating Expense 001-656-98-313.5301

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Contributions and Operating Expense

New Revenue Y/N?: N/A

Comments:



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Amend the Commissioner Pct. 1 operating budget for continuing education expenses related to the South Texas County Judge and Commissioners Association Conference. **INGALSBE**

Summary:

Additional funds are needed for registration, hotel and per diem expenses related to the 88th annual South Texas County Judge and Commissioners Association Conference.

Fiscal Impact:

Amount Requested: \$150

Line Item Number: 001-601-00.5551

Budget Office:

Budget Amendment Required Y/N?: YES

Comments: N/A

Budget Amendment:

\$150 - Increase Continuing Education 001-601-00.5551

(\$150) - Decrease Community Program Expense 001-601-00.5353

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Continuing Education

New Revenue Y/N?: N/A

Comments:



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By: Judge Chris Johnson
Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the execution of a renewal Letter Agreement with the Community Supervision and Corrections Department (CSCD) related to the FY2023 Veterans' Services - Veterans' Treatment Court grant for Adult Probation Services.

INGALSBE/C.JOHNSON

Summary:

Commissioners' Court authorized the original letter agreement with CSCD related to Veterans' Treatment Court on August 6, 2019., which is grant funded through Texas Veteran's Commission. As part of this program, CSCD provides an Adult Probation officer to participate/collaborate in weekly staff meetings with the Veterans' Court team. The assigned officer will supervise the participants in the program and utilize Texas Risk Assessment System (TRAS) case classification instruments per Community Justice Assistance Standards & Local Adult Probation procedures.

The renewal grant period is July 1, 2022 through June 30, 2023 and the granting agency will reimburse all costs associated with the Adult Probation officer assigned to these duties.

Fiscal Impact:

Amount Requested: \$64,613
Line Item Number: 001-612-99-097.5448

Budget Office:

Source of Funds: Grant Funds
Budget Amendment Required Y/N?: NO
Comments: This contract related to grant funding is budgeted during the county budget process.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A
G/L Account Validated Y/N?: Yes, Contract Services
New Revenue Y/N?: N/A
Comments:

Attachments

CSCD Letter Agreement Extension



Community Supervision and Corrections Department

Serving the Courts and Communities of Caldwell, Comal and Hays Counties

Michael Hartman – Director

1703 S. Colorado, Box 9 ~ Lockhart, Texas 78644 ~ (512) 398-4307 ~ Fax (512) 398-3297

Honorable Ruben Becerra
Hays County Judge
Hays County Courthouse
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

Re: Veterans Treatment Court Extension of Letter Agreement

Dear Judge Becerra:

On August 6, 2019, a Letter of Agreement formally outlining the joint duties and responsibilities regarding the Hays County Veterans Treatment Court was approved by Hays County Commissioner's Court. The Agreement included compensation reimbursement from the County of Hays to the Community Supervision and Corrections Department (CSCD) for the salary and fringe benefits of the assigned Community Supervision Officer (CSO). On June 30, 2020 and June 15, 2021 extensions were executed.

As per the agreement, and contingent on approval by Commissioner's Court and continued funding from the Texas Veterans Commission to Hays County, the CSCD requests that the agreement be extended for the period of one year with the salary, fringe benefits and operating expenses of the assigned CSO being increased to \$ \$64,613.00, beginning on July 1, 2022 and ending on June 30, 2023.

Sincerely,

Michael Hartman, CSCD Director
Counties of Caldwell, Comal, and Hays

Honorable Ruben Becerra
Hays County Judge

DECISION PACKAGE FOR NEW BUDGETED PROGRAM

(To be used for explanation/justification of new equipment, personnel, and programs)

Program/Equipment Name: FY2023 Hays VTC

Description of proposed new program:

Cost

Personnel:

<i>CSO II Salary</i>		\$ 50,000.00
<i>FICA</i>	0.0765	\$ 3,825
<i>Retirement</i>	0.1400	\$ 7,000
<i>Insurance</i>	\$622.60/Mo (PY2023 Rates) /MO (member only)	\$ -
<i>Travel/Per Diem/Lodging</i>		\$ 750
<i>Registration Fees</i>		\$ 250

Equipment:

	\$ -

Other:

<i>UA Supplies (Test Kits)</i>	<i>\$2.50 per kit @ 300</i>	\$ 750.00
<i>UA Lab Confirmations</i>	<i>\$22.75/cg/ms @ 50</i>	\$ 1,137.50
	<i>\$18.00/etg @ 50</i>	\$ 900.00
		\$ -
		\$ -

Benefits of funding and consequences of not funding:

Total Cost

\$ 64,613

Department Head Signature





Hays County Commissioners Court

Requested By: T. CRUMLEY
Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the Local Health Department to have Spectrum Internet and Wi-Fi services installed at the Med Park location in the amount of \$132.97 per month. **INGALSBE/T.CRUMLEY**

Summary:

The Local Health Department has been using the Med Park location and are need of internet and Wi-Fi services. Staff have been historically using MIFI devices for internet access, but these have proven to be unreliable for the amount of online work and virtual conferences that are required of the staff. We would like to have Spectrum install Business Internet Ultra with Business WI-FI for \$132.97 per month and a one time standard installation charge of \$99.00. These services and charges will be month to month.

Fiscal Impact:

Amount Requested: \$132.97 monthly with a one time \$99 standard installation charge.
Line Item Number: 120-675-00.5489

Budget Office:

Budget Amendment Required Y/N?: NO
Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes
G/L Account Validated Y/N?: Yes, Telephone and Data Lines
New Revenue Y/N?: N/A
Comments:

Attachments

Updated Spectrum Install Proposal



SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information

Contact: Horacio Galvan
Telephone: 5125939240
Email: eli.galvan@charter.com

Customer Information

Customer Name Hays County Government Center		Order # 13196721
Address 712 S Stagecoach Trl 1071 San Marcos TX 78666		
Telephone (512) 393-2283	Email: lisa.griffin@co.hays.tx.us	
Contact Name Lisa Griffin	Telephone (512) 393-2283	Email: lisa.griffin@co.hays.tx.us
Billing Address 712 S Stagecoach Trl 1071 San Marcos TX 78666		

NEW AND REVISED SERVICES AT 2002 Medical Pkwy , San Marcos TX 78666

Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
1 Static IP	Month to Month	1	\$ 19.99	\$ 19.99
Business WiFi	Month to Month	1	\$ 7.99	\$ 7.99
Spectrum Business Internet Ultra	Month to Month	1	\$ 104.99	\$ 104.99
TOTAL*				\$132.97

ONE TIME CHARGE(S) AT 2002 Medical Pkwy , San Marcos TX 78666			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Standard Installation	1	99	\$ 99.00
<u>TOTAL*</u>			\$99.00



1. **TOTAL CHARGE(S).** *Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.*
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS.** [The Master Services Agreement for Hays County executed on May 6, 2021](#) shall control.

By signing below, the signatory represents they are duly authorized to execute this Service Order.

CUSTOMER SIGNATURE

Signature: _____

Printed Name: _____

Title: _____

Date: _____



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**Hays County Commissioners Court**

Requested By: Jerry Borcharding
Sponsor: Commissioner Ingalsbe

Agenda Item

Approve Utility Permits. **INGALSBE/BORCHERDING**

Summary

TRN-2022-4822-UTL	Centric Fiber & Universal Gas to install 8" HDPE natural gas line with MAOP not to exceed 60 psi with (1) 30mm fiber conduit utility line in the same trench. The utility Lines will run approximately 0.50 miles east from Nathan Harris Ln/Old Bastrop Rd intersection before turning south on Francis Harris Ln and will then run approximately 0.40 miles. The utility lines will run no more than 5 feet off the south Old Bastrop Rd and west of Francis Harris Ln right-of-way line. Boring will be done in order to cross under creeks, driveways and roadways. Where boring is not required, the proposed utility will be placed in an open trench
TRN-2022-4889-UTL	Charter Communications to install 145 LF of 1-3" HDPE pipe for fiber optic use via bore and trench. Trenching will be done outside of the pavement. I have confirmed with LJA our engineers on the Dacy Lane improvement project that the line will be at a sufficient depth for the new improve ROW.
TRN-2022-5002-UTL	PEC to Install 45ft class 3 wood pole and anchor within existing line in ROW. Pole will be set 45ft away from existing pole tag 387648. The pole and anchor will be approximately 1ft into ROW. This should also not be in conflict with the new ROW.

Attachments

Permit
Site Plan
Permit
Plan Set
Permit
Site Plan



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 5/18/2022 .

Utility Company Information:

Name: Centric Fiber/ Universal Natural Gas
Address: 9750 FM 1488 Magnolia TX
Phone:
Contact Name: Richard Bard

Engineer / Contractor Information:

Name:
Address: TX
Phone:
Contact Name:

Hays County Information:

Utility Permit Number: TRN-2022-4822-UTL
Type of Utility Service:
Project Description:
Road Name(s): Old Bastrop Rd, Francis Harris Ln, , , , ,
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 .

06/29/2022

Signature

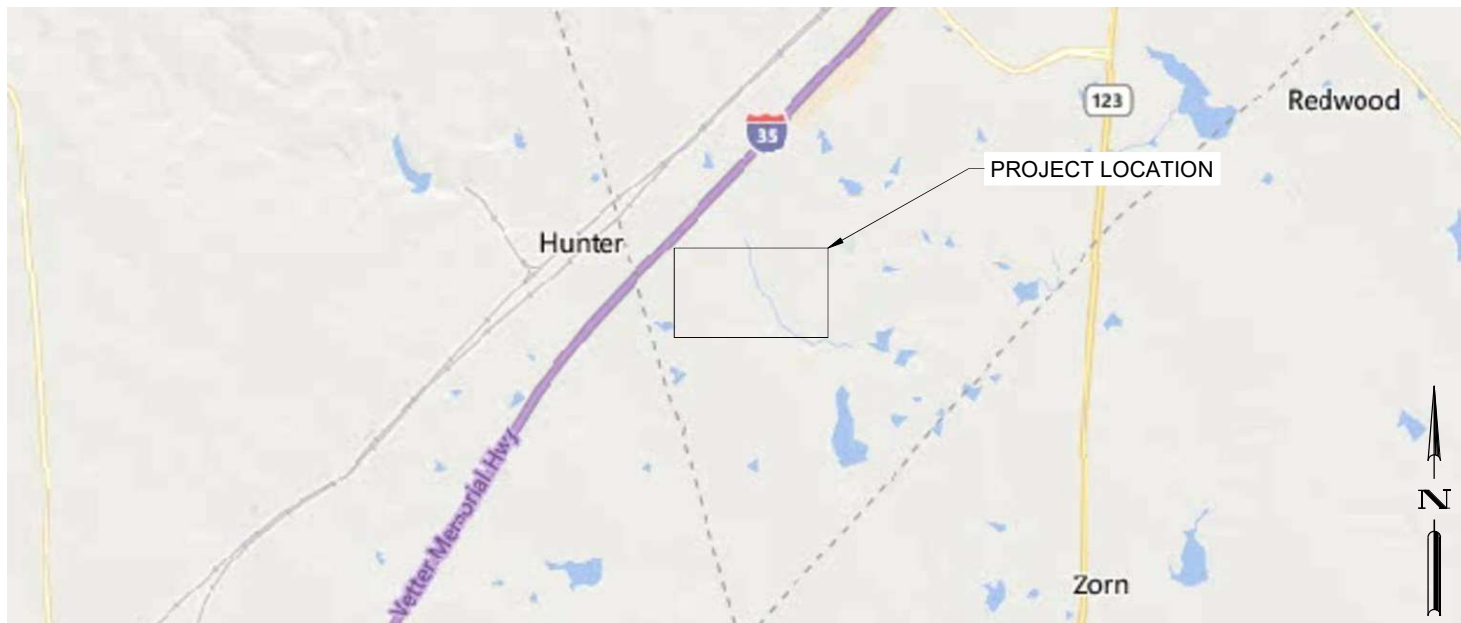
Title

Date

UNIVERSAL NATURAL GAS & CENTRIC FIBER INDEPENDENCE TRAIL HAYS COUNTY PERMIT

HAYS COUNTY, TEXAS

MARCH 8, 2022



VICINITY MAP

SCALE: N.T.S.



LOCATION MAP

SCALE: 1" = 500'

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 36+50
5	PLAN STA. 36+50 TO 48+79

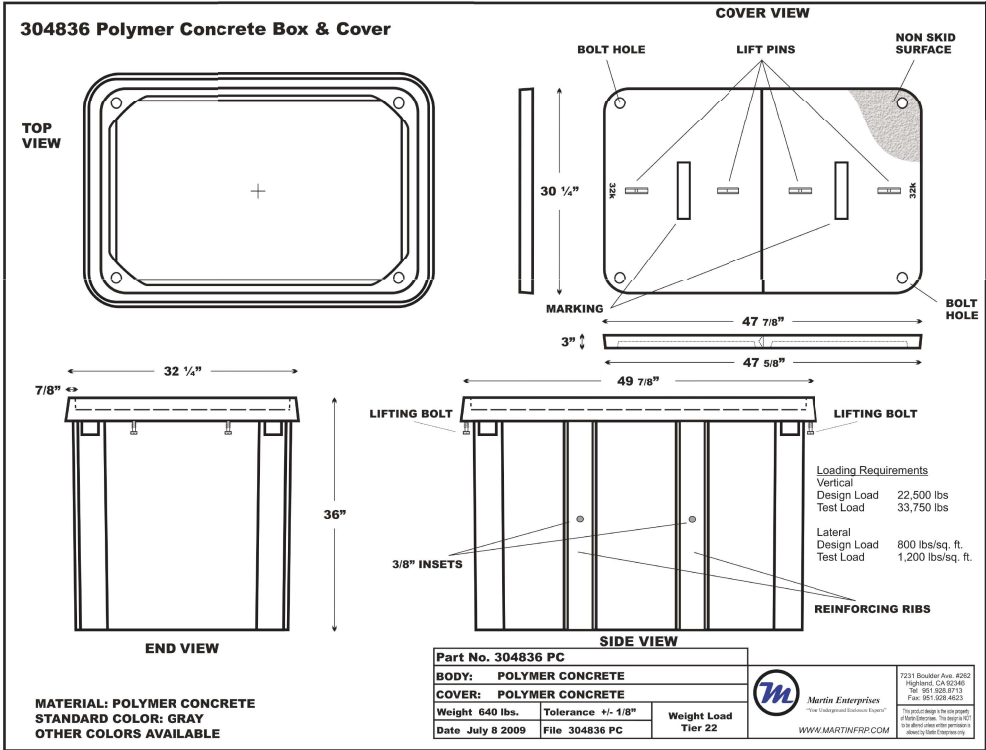
OFFICE LOCATION
9750 FM 1488
MAGNOLIA, TX 77354
CONTACT
RICHARD W. BARD JR., PE
PHONE: 281-252-6700
E-MAIL: RICHARD@TXGAS.NET



SHEET
1 OF 5

UTILITY INSTALLATION NOTES

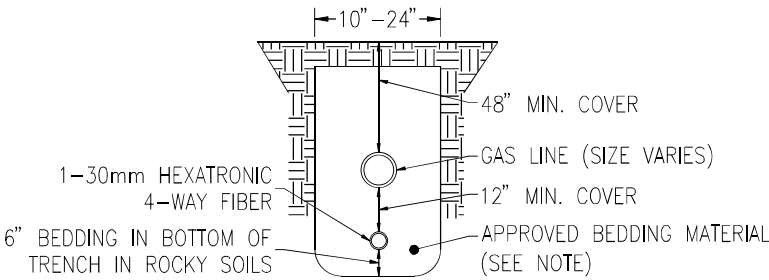
1. TOTAL DISTANCE = 4,879 L.F.
2. MAOP = 60 PSI
3. ALL UTILITY WORK WITHIN THE HAYS COUNTY RIGHT OF WAY SHALL BE CONSTRUCTED PER SPECIFICATIONS AND REQUIREMENTS OF HAYS COUNTY.
4. ALL UTILITY SYMBOLS SHOWN REPRESENT APPROXIMATE LOCATIONS UNLESS OTHERWISE NOTED. CONTRACTOR SHALL REFER TO THE APPROPRIATE 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 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.
19. CONTRACTOR IS RESPONSIBLE FOR THE DESIGN OF THE PROPOSED TRENCHLESS INSTALLATION CONSTRUCTION METHOD SHOWN IN THE DRAWING.
20. CONTRACTOR TO CONFIRM ANY HORIZONTAL DIRECTIONAL DRILL (HDD) WORK DOES NOT CAUSE DISTURBANCE WITHIN THE REQUIRED STREAM BUFFER.



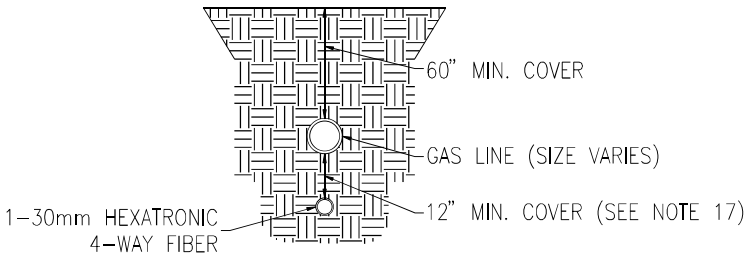
TYPICAL HANDHOLE DETAIL
SCALE: N.T.S.

LEGEND:

- PROPOSED 8" HDPE GAS PIPELINE & 30MM FIBER
- RIGHT-OF-WAY / PROPERTY LINE
- PROPOSED TRENCHLESS INSTALLATION



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: MLH

REVIEWED BY: JAL

DRAWN BY: MLH

UNIGASCENTRIC FIBER

UNIVERSAL NATURAL GAS & CENTRIC FIBER

GENERAL NOTES & LEGEND

STATE OF TEXAS

TODD L. HARRIS

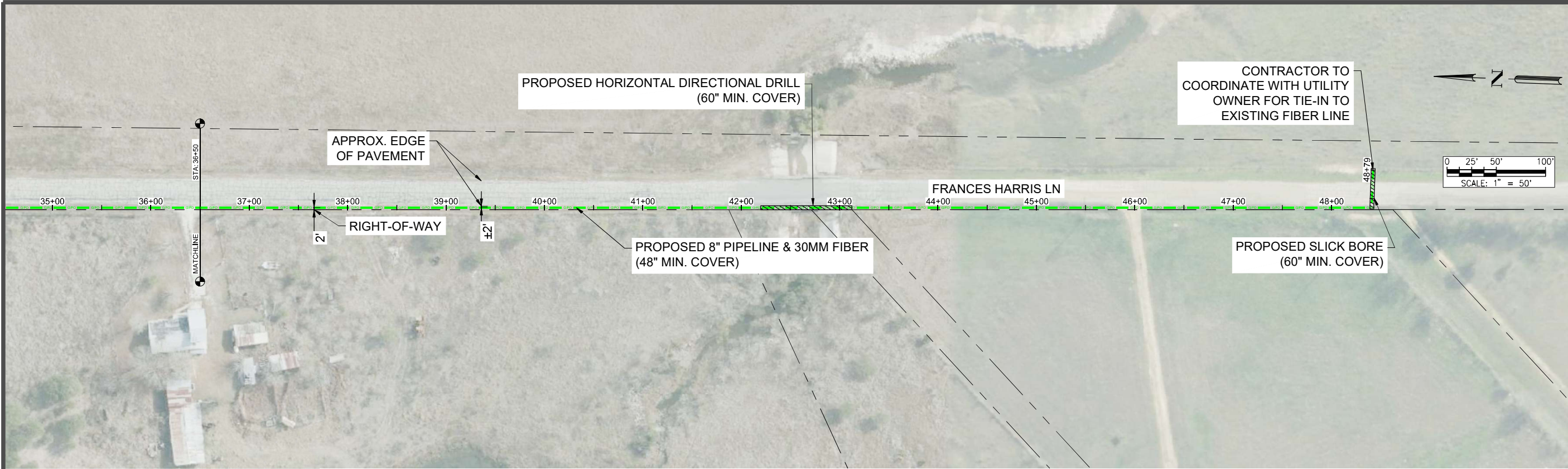
129143

PROFESSIONAL ENGINEER

07-08-2022

SHEET 2 OF 5

X:\P2\1\121079A\04.GUD_BMA\04.02.GUD\04. Independence Trail\SECTION_1.dwg Layout: 1_Plan - HAYS COUNTY Plotted: 3/18/2022 6:09:10 AM



PLAN VIEW - STA:36+50 TO 48+79

SCALE: 1" = 50'

UNIVERSAL NATURAL GAS & CENTRIC FIBER	
PLAN STA. 36+50 TO 48+79	
SHEET 5 OF 5	
DATE	APR
DESCRIPTION	
REV	
DESIGNED BY:	MLH
REVIEWED BY:	JAL
DRAWN BY:	MLH



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 5/23/2022 .

Utility Company Information:

Name: Charter Communications
Address: 810 W Howard Lane Austin TX
Phone: 8302630519
Contact Name: Jesus Gutierrez

Engineer / Contractor Information:

Name:
Address: TX
Phone:
Contact Name:

Hays County Information:

Utility Permit Number: TRN-2022-4889-UTL
Type of Utility Service: 1-3" HDPE
Project Description:
Road Name(s): Dacy Lane, Amberwood Rd, , , , ,
Subdivision:
Commissioner Precinct:

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

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

06/29/2022

Signature

Title

Date

SHEET INDEX:

1.	PERMIT COVER
2.	GENERAL NOTES
3.	GENERAL PERMIT TREE PROTECTION AND ENVIRONMENTAL NOTES
4.	GENERAL PERMIT EROSION/SEDIMENTATION CONTROL NOTES AND DETAILS
5.	ENVIRONMENTAL AND LOC PLAN STA:1+00 TO END
6.	PLAN AND PROFILE VIEW STA:1+00 TO END
7.	TYPICAL DETAILS
8.	TRENCH DETAILS
9.	PROPOSED HANDHOLE DETAILS
10.	TRAFFIC CONTROL DETAILS

Charter
COMMUNICATIONS

CHARTER COMMUNICATIONS
969713
FR – DACY LN PHASE 1
BURIED IMPROVEMENTS

PROJECT INFORMATION:

STREET ADDRESS:
3700 DACY LANE
KYLE, TX 78640

OWNER:
JESUS GUTIERREZ
SPECTRUM
810 HOWARD LN
AUSTIN, TX 78753
JESUS.GUTIERREZ1@CHARTER.COM
830-263-0519

CONTACT:
BRENT GURLEY
LJA ENGINEERING, INC
2700 LA FRONTERA, SUITE 150
ROUND ROCK, TX 78681
BGURLEY@LJA.COM
512-439-4758

SUBMITTAL PREPARED BY:

LJA Engineering, Inc. 

FRN - F-1386

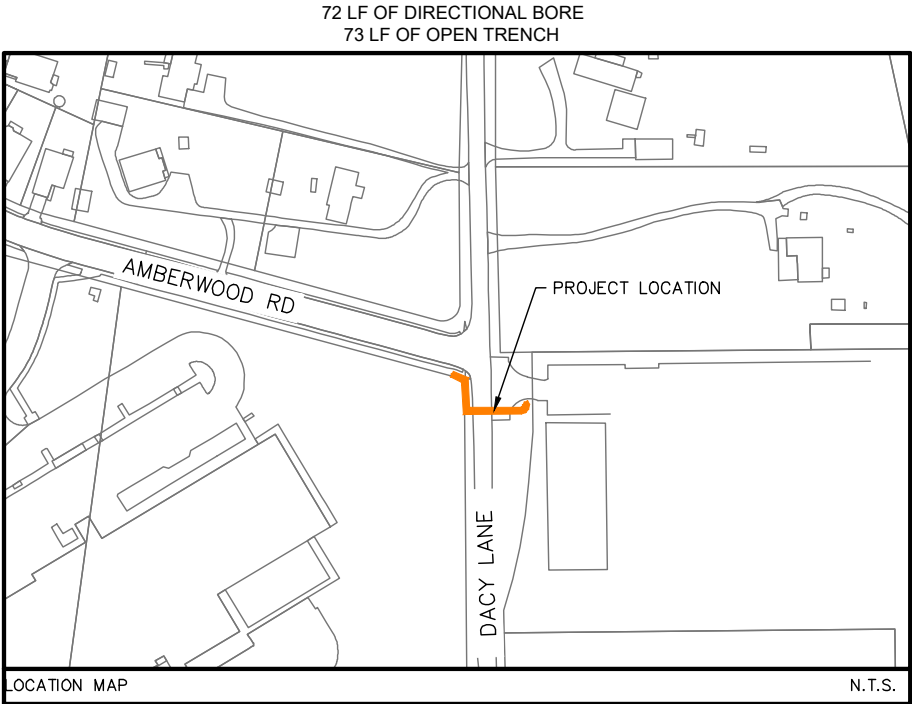
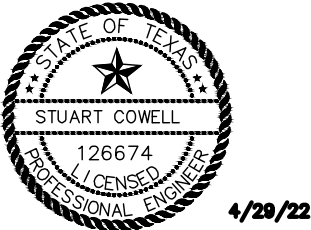
2700 LA FRONTERA BLVD, STE 150
ROUND ROCK, TX 78681
512-767-7300
TBPE FIRM REGISTRATION: F-1386

CONTACT:
STUART COWELL, P.E.
PHONE:
(512) 439-4717

SUBMITTED FOR APPROVAL BY:


ENGINEER OF RECORD

4/29/2022
DATE



GENERAL NOTES

1. ALL EXISTING FACILITIES CURRENTLY IN SERVICE MUST REMAIN IN SERVICE, UNLESS OTHERWISE NOTED IN THE DRAWINGS.
2. CONDITION OF THE ROAD AND/OR RIGHT-OF-WAY, UPON COMPLETION OF JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO STARTING WORK.
3. ALL EFFORTS HAVE BEEN MADE TO INDICATE ALL EXISTING UTILITIES ON PLANS, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO LOCATE AND PROTECT ALL SAID UTILITIES AS WELL AS SERVICE CONNECTIONS (WHETHER OR NOT INDICATED ON PLANS). PRIOR TO CONSTRUCTION, CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO VERIFY LOCATION OF EXISTING UTILITIES.
4. CALL UTILITY COORDINATING COMMITTEE 48 HRS. PRIOR TO CONSTRUCTION AT 1-800-344-8377 (1-800-DIG-TESS).
5. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH GAS, OIL, ELECTRIC, TELEPHONE, FIBER OPTIC, CABLE TV, SEWER AND WATER UTILITIES OWNERS, ETC. FOR ANY RELOCATION AND/OR PROTECTION OF EXISTING LINES OR CABLES AS REQUIRED, DUE TO CONSTRUCTION ACTIVITIES.
6. CONTRACTOR TO PROVIDE A MINIMUM OF 2’ OF CLEARANCE AT ALL CROSSINGS OF SANITARY SEWERS, STORM SEWERS, ELECTRIC, WATER LINES AND LEADS.
7. CONTRACTOR MUST COMPLY WITH OSHA SPECIFICATIONS, TXDOT STD. SPEC (DIVISION IV, STRUCTURES) AND UTILITY OWNER STANDARDS FOR TRENCHING, BACKFILLING, EXCAVATION AND SHORING REQUIREMENTS.
8. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR THE MEANS, METHODS, SEQUENCE , PROCEDURES, TECHNIQUES OR SCHEDULING ALL PORTIONS OF THE WORK OF CONSTRUCTION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR SAFETY IN OR ABOUT THE JOB SITE IN ACCORDANCE WITH ANY HEALTH OR SAFETY PRECAUTIONS, REGULATIONS, STANDARDS OR CODES REQUIRED BY O.S.H.A. OR ANY OTHER REGULATORY AGENCY.
9. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 8" LIFTS AT THE END OF EACH WORK PERIOD; NO TRENCH LEFT OPEN OVERNIGHT UNLESS COVERED BY METAL PLATES.
10. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PROTECT ROOT SYSTEMS OF SHRUBS, PLANTS AND TREES ALONG THE AREA OF EXCAVATION.
11. EXISTING PAVEMENT, CURBS, SIDEWALKS, AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED BY BONDED CONTRACTOR IN CONFORMANCE WITH LOCAL STANDARDS, WHEELCHAIR RAMPS SHALL BE CONSTRUCTED AT ALL PEDESTRIAN CROSSINGS WHERE CURB REMOVAL IS REQUIRED FOR INSTALLATION OF THE UNDERGROUND CONDUIT SYSTEM.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING BORE PIT LOCATIONS AND DIMENSIONS, INFORMATION SHOWN ON PLANS ARE FOR REFERENCE PURPOSE ONLY.
13. IF IT BECOMES NECESSARY TO OPERATE MACHINERY ON A PORTION OF THE PAVEMENT, PRECAUTIONS MUST BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
14. CONTRACTOR SHALL INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2014 EDITION) AND TXDOT STANDARDS DURING CONSTRUCTION TO PROVIDE COMPLETE SAFETY TO THE GENERAL PUBLIC.
15. BORE PITS CLOSER THAN 15’ FROM THE EDGE OF PAVEMENT MUST BE PROTECTED BY TYPE III BARRICADES. OPEN PITS MUST BE SEALED OFF BY ORANGE PLASTIC MESH FENCING AND CONES OR DRUMS.
16. CONSTRUCTION EQUIPMENT LEFT OVERNIGHT IN TXDOT RIGHT-OF-WAY SHALL BE SECTIONED OFF WITH ORANGE PLASTIC MESH FENCING AND BE PLACED AT LEAST 30’ FROM THE EDGE OF PAVEMENT, EQUIPMENT LOCATED CLOSER THAN 30’ MUST BE PROTECTED BY CONCRETE TRAFFIC BARRIERS (CTB’S).
17. CONTRACTOR WILL BE RESPONSIBLE FOR REPLACING AND MAINTAINING TRAFFIC SIGNS

- AND PAVEMENT MARKINGS, INCLUDING CENTERLINES, BARRIER LINES, LANE LINES, RAISED PAVEMENT MARKING, ECT.
18. CONTRACTOR IS REQUIRED TO PREPARE AND IMPLEMENT AN APPROVED STORM WATER POLLUTION PREVENTION (SWPP) PLAN IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS AND CONTRACT DOCUMENTS. CONTRACTOR SHALL KEEP ALL DEBRIS & SPOIL OUT OF DRAINS, CULVERTS, AND DROP INLETS AND ENSURE THAT THEY DO NOT BECOME CLOGGED AS A RESULT OF CONSTRUCTION ACTIVITIES.
19. ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
20. THE CONDUIT, FITTINGS, CONDUIT BODIES AND ACCESSORIES SHALL BE INSPECTED UPON DELIVERY AND DURING THE PROGRESS OF THE WORK. ANY MATERIAL FOUND TO BE DEFECTIVE WILL BE REJECTED BY THE OWNERS REPRESENTATIVE AND THE CONTRACTOR SHALL REMOVE SUCH DEFECTIVE MATERIAL FROM THE SITE OF THE WORK.
21. CONTRACTOR SHALL COORDINATE AND VERIFY ANY UTILITY ABANDONMENT WITH THE UTILITY COMPANY. NO FACILITY MAY BE CONSIDERED ABANDONED WITHOUT WRITTEN CONSENT FROM UTILITY OWNER.
22. CONTRACTOR IS TO PLUG ALL INSTALLED DUCTS.
23. THE CONSTRUCTION CONTRACTOR SHALL PLACE UTILITY LOCATION TAPE OVER ALL EXPOSED CONDUIT.
24. ALL PROPOSED BENDS SHALL BE GRADUAL SWEEPS WITH A MINIMUM 20-FOOT RADIUS, UNLESS NOTED ON THE PLANS.
25. CONTRACTOR SHALL CONSTRUCT HORIZONTAL DIRECTIONAL DRILL IN ACCORDANCE WITH ASTM F 1962 "STANDARD GUIDE FOR USE OF MAXI-HORIZONTAL DIRECTIONAL DRILLING FOR PLACEMENT OF POLYETHYLENE PIPE OR CONDUIT UNDER OBSTACLES INCLUDING RIVER CROSSINGS"
26. CONTRACTOR TO PROVIDE AND PLACE 2500LB MULE TAPE IN EACH INSTALLED DUCT.
27. ALL PROPOSED TELECOM FACILITES SHOULD BE INSTALLED AT A MINIMUM OF 42 INCHES BELOW FINISHED GRADE ELEVATION WITHIN TXDOT ROW AND 36 INCHES AT ALL OTHER LOCATIONS.
28. USE OF WATER AND OTHER FLUIDS IN CONNECTION WITH BORING OPERATIONS WILL BE PERMITTED ONLY IN SUFFICIENT QUANTITY TO LUBRICATE BORING BIT AND PROVIDE A SMOOTH FLOW OF CUTTINGS. JETTING WILL NOT BE PERMITTED.
29. OPERATIONS ON THE ROADWAY SHALL BE PERFORMED IN SUCH A MANNER THAT OPERATING EQUIPMENT AND EXCAVATED MATERIAL ARE KEPT OFF THE PAVEMENT AT ALL TIMES.
30. BARRICADES AND WARNING SIGNS, AND FLAGMEN WHEN NECESSARY, SHALL BE PROVIDED BY THE CONTRACTOR OR OWNER. ONE- HALF THE TRAVELED PORTION OF THE ROADWAY MUST BE OPEN TO TRAFFIC AT ALL TIMES. CONTRACTOR TO REFER TO COMPLY WITH TEXAS MUTCD BARRICADE AND CONSTRUCTION STANDARDS.
31. WORK PERFORMED ON RAILROAD RIGHT-OF-WAY IS SUBJECT TO THE CONCURRENCE OF THE RAILROAD COMPANY. WORK PERFORMED WITHIN WATERWAYS, SUCH AS RIVERS, CREEKS, BAYOUS, AND DRAINAGE DITCHES IS SUBJECT TO THE RULES & REQUIREMENTS OF THAT APPROPRIATE GOVERNMENTAL AGENCY.
32. APPROPRIATE EASEMENT/APPROVAL MUST BE SECURED FOR PROJECT AREAS OUTSIDE THE RIGHT-OF-WAY. NO WORK SHALL BE PERFORMED ON PRIVATE PROPERTY UNTIL RIGHT OF ENTRY AND EASEMENT HAS BEEN OBTAINED.
33. CONTRACTOR TO CONTACT TELECOM OWNER A MINIMUM OF 2-WEEKS PRIOR TO CONSTRUCTION.

34. ALL FIBER OPTIC CABLE AND COOPER BASED FACILITIES WILL BE SPLICED BY THE UTILITY OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.
35. UTILITY CONTRACTOR TO CONTACT UTILITY OWNER OF 48 HOURS PRIOR TO CONNECTION TO EXISTING MANHOLE OR DUCTS TO COORDINATE ON-SITE INSPECTION BY UTILITY PERSONNEL.
36. CONTRACTOR TO PROVIDE OVERHEAD POLE SUPPORT WHENEVER CONSTRUCTION EXCAVATION IS WITHIN 5’ OF AN OVERHEAD POLE.
37. CONTRACTOR MUST OBTAIN PERMISSION FROM AFFECTED PROPERTY OWNER FROM ANY CONSTRUCTION RELATED ACTIVITIES THAT MAY ENCROACH ON ADJACENT PRIVATE PROPERTY.
38. CONTRACTOR SHALL NOTIFY CAPITAL METRO 48 HOURS IN ADVANCE OF CONSTRUCTION.
39. CONTACT LAURIE SHAW WITH CAPITAL METRO AT 512-474-1200OR LAURIE.SHAW@CAPMETRO.ORG PRIOR TO RELOCATING ANY BUS STOP OR SETTING ANY TRAFFIC CONTROL DEVICES AFFECTING ANY BUS STOP OR SERVICES.
40. AUSTIN ENERGY FACILITIES – GFT INSTALLED VAULTS, MANHOLES, AND BEHIND THE CURB SERVICE TRENCHES TO HOMES AND BUSINESSES SHALL MAINTAIN 2’ HORZ SEPARATION FROM EXISTING AUSTIN ENERGY FACILITIES UNLESS OTHERWISE AGREED UPON WITH THE DESIGNATED AUSTIN ENERGY FIELD PERSONNEL.
41. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.
42. ONLY 1 STUB RISER CONDUIT FOR EACH TELECOMMUNICATION PROVIDER AT ALL POLE LOCATIONS SHOWN ON PLANS.
43. ALL VAULTS, MANHOLES, AND HANDHOLES TO BE PLACED AT FINAL GRADES. TEMPORARY FILLS OR CUTS NEED TO BE USED AT EACH SITE SO THAT THE MINIMUM OF 2" WIDE LEVELING WORKING SPACE EXISTS AROUND THE PERIMETER OF EACH OPENING.



4/29/22





CHARTER COMMUNICATIONS


969713

FR DACY LN PHASE 1

BURIED IMPROVEMENTS
GENERAL NOTES

DESIGN BY:	MB	SCALE
DRAWN BY:	MB	HORIZONTAL: N/A
CHECKED BY:	RS	VERTICAL: N/A
APPROVED BY:	BY	SHEET: 1 OF 1
PROJECT NO:	2605-A3057	PAGE: 2
DATE:	4/29/2022	

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



Know what's below.
Call before you dig.

GENERAL PERMIT PROGRAM (GPP)
STANDARD ENVIRONMENTAL NOTES:

ADDITIONAL AREAS:

- ANY ADDITIONAL AREAS REQUIRED FOR CONSTRUCTION OF THIS PROJECT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR MUST SECURE CITY OF AUSTIN APPROVAL OF PROPOSED ADDITIONAL AREAS PRIOR TO USE. APPROVAL OF "CORRECTION REQUEST" MUST BE SECURED FROM THE GENERAL PERMIT PROGRAM OFFICE OF THE PLANNING AND DEVELOPMENT REVIEW DEPARTMENT.
- ALL ASSOCIATED PERMITS AND FEES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- IN ORDER TO SECURE APPROVAL FOR USE OF ADDITIONAL AREAS, CONTRACTOR MUST PROVIDE COMPLETE "CORRECTION REQUEST" SUBMITTAL TO GENERAL PERMIT PROGRAM OFFICE AND ALLOW A ONE WEEK COMMENT PERIOD FOR EACH REVIEW. CONTRACTOR SHOULD REQUEST INFORMATION ON THE ELEMENTS REQUIRED TO BE INCLUDED IN THE SUBMITTAL FROM THE OWNER'S REPRESENTATIVE OR THE GENERAL PERMIT PROGRAM OFFICE.
- CONTRACTOR MUST INSTALL AND MAINTAIN EROSION/SEDIMENTATION CONTROLS AND TREE PROTECTION FOR ALL SUCH AREAS IN ACCORDANCE WITH THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL AND AS INCLUDED IN THE APPROVED SUBMITTAL OR DIRECTED IN THE FIELD BY THE GENERAL PERMIT PROGRAM REPRESENTATIVE.
- A SIGNED COPY OF THE PLANS PERMITTED THROUGH THE GENERAL PERMIT PROGRAM MUST BE KEPT ON SITE AND ACCESSIBLE AT ALL TIMES DURING PROJECT CONSTRUCTION.

DEWATERING:

CONTRACTOR IS RESPONSIBLE FOR DEWATERING OF WORK AREA. CONTRACTOR MUST SECURE CITY OF AUSTIN APPROVAL OF PROPOSED DEWATERING PROCEDURES PRIOR TO INSTALLATION OR USE. APPROVAL MUST BE SECURED FROM THE GENERAL PERMIT PROGRAM (GPP) OFFICE OF THE PLANNING AND DEVELOPMENT REVIEW DEPARTMENT. CONTRACTOR MUST PROVIDE COMPLETE SUBMITTAL TO GPP OFFICE AND ALLOW AN ONE WEEK (MIN.) COMMENT PERIOD FOR EACH REVIEW. CONTACT THE GPP OFFICE FOR SUBMITTAL REQUIREMENTS.

FUEL STORAGE:

FUEL STORAGE IS PROHIBITED ON THIS PROJECT. ADDITIONALLY, THE CONTRACTOR IS REQUIRED TO NOTIFY THE GENERAL PERMIT PROGRAM OFFICE IMMEDIATELY FOLLOWING ANY SPILL OF FUEL OR OTHER TOXIC MATERIAL. CONTRACTOR IS REQUIRED TO FOLLOW-UP WITH WRITTEN DOCUMENTATION, INCLUDING A COMPLETE DESCRIPTION OF THE INCIDENT, MATERIAL SPILLED, AND ACTIONS TAKEN TO CONTAIN AND CLEAN-UP MATERIAL.

FUGITIVE DUST CONTROL:

ALL PROJECTS APPROVED THROUGH THE GENERAL PERMIT PROGRAM (GPP) MUST COMPLY WITH THE CODE OF THE CITY OF AUSTIN AND THE ENVIRONMENTAL CRITERIA MANUAL REQUIREMENTS TO CONTROL AIRBORNE DUST. COMPLIANCE IS REQUIRED FOR ENTIRE PROJECT SITE AS WELL AS ASSOCIATED OPERATIONS. CONTACT THE GPP OFFICE FOR RECOMMENDED CONTROL METHODS.

SPOILS STORAGE:

NO SPOILS STORAGE IS ALLOWED WITHIN A CRITICAL WATER QUALITY ZONE, A 100-YEAR FLOODPLAIN, OR ON A SLOPE WITH A GRADIENT OF MORE THAN 15 PERCENT.

E/S CONTROLS FOR BORE / RECEIVING PIT LOCATIONS:

TEMPORARY E/S CONTROLS MUST SURROUND THE ENTIRETY OF BORING OPERATIONS, INCLUDING PIT, EQUIPMENT, ETC. FOR LOCATIONS WITHIN IMPERVIOUS AREAS, TEMPORARY CONTROL WILL BE TRIANGULAR FILTER DIKE (COA STANDARD DETAIL #628S). DIKE FLAP WILL BE CONTINUOUSLY WEIGHTED DOWN THROUGH THE USE OF 1" BY 4" WOOD STRIPS NAILED TO THE PAVEMENT, EXCEPT FOR THE ACCESS POINT. PLACEMENT OF TEMPORARY E/S CONTROLS ACROSS ACCESS POINT WILL BE REQUIRED WHENEVER THE SITE IS NOT ACTIVELY USED. FOR LOCATIONS WITHIN PERVIOUS AREAS, TEMPORARY CONTROL WILL BE SILT FENCE (COA STANDARD DETAIL #642S-1) OR MULCH SOCKS (COA STANDARD DETAIL #648S-1), AS INDICATED ON APPROVED PLANS.

SOIL RETENTION BLANKET:

UNLESS OTHERWISE INDICATED IN THE PROJECT DOCUMENTS, INSTALLATION OF SOIL RETENTION BLANKET WILL BE REQUIRED FOR ALL IMPACTED SLOPES GREATER THAN 3:1 AND ALL IMPACTED AREAS WITHIN DRAINAGE CONVEYANCES. (CITY OF AUSTIN STANDARD SPECIFICATION ITEM 605S) SOIL RETENTION BLANKET SUBMITTAL MUST BE APPROVED BY PROJECT ENGINEER AND GENERAL PERMIT PROGRAM (GPP) REPRESENTATIVE PRIOR TO USE AND MUST INCLUDE PRODUCT AND INSTALLATION DETAILS PROVIDED BY MANUFACTURER. FINISH GRADING MUST BE INSPECTED AND APPROVED BY GPP INSPECTOR PRIOR TO BLANKET INSTALLATION. INSTALLATION MUST BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND MUST BE INSPECTED AND APPROVED BY GPP REPRESENTATIVE PRIOR TO ACCEPTANCE.

SOD INSTALLATION:

REVEGETATION WITHIN MANAGED TURF AREAS MUST BE ACCOMPLISHED THROUGH THE INSTALLATION OF SOLID BLOCK GRASS SOD. SOD TYPE MUST MATCH ADJACENT GRASS TYPE. QUESTIONS REGARDING SOD TYPE WILL BE RESOLVED BY THE GENERAL PROGRAM PERMIT REPRESENTATIVE. REFER TO CITY OF AUSTIN STANDARD SPECIFICATION ITEM NO. 602S. SODDING FOR EROSION CONTROL, UNLESS OTHERWISE NOTED ON THE APPROVED PLANS.

TxDOT RIGHTS-OF-WAY:

TOPSOIL (TxDOT ITEM NO. 160), SOIL RETENTION BLANKET (TxDOT ITEM NO. 169), AND REVEGETATION (TxDOT ITEM NO. 164) INSTALLED WITHIN TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) RIGHT-OF-WAY SHALL COMPLY WITH "REQUIREMENTS FOR INSTALLATION OF UTILITIES WITHIN THE STATE RIGHT-OF-WAY, AUSTIN DISTRICT".

PROJECT SEQUENCE:
(REFER TO FULL PLAN SET FOR PROJECT-SPECIFIC ADDITIONS, IF APPLICABLE.)

PRIOR TO CONSTRUCTION:

- SECURE APPLICABLE COA PERMITS, INCLUDING APPROVAL UNDER GENERAL PERMIT PROGRAM AND RIGHT-OF-WAY EXCAVATION PERMIT.
- NOTIFY GENERAL PERMIT PROGRAM REPRESENTATIVE PRIOR TO PLACEMENT OF E/S CONTROLS AND TREE PROTECTION FENCING. ALL PROPOSED PHASING OF CONTROLS MUST BE SUBMITTED TO AND APPROVED BY THE GENERAL PERMIT PROGRAM REPRESENTATIVE PRIOR TO THE FIELD PRE-CONSTRUCTION CONFERENCE.
- NOTIFY COA TEMPORARY TRAFFIC CONTROL REPRESENTATIVE PRIOR TO PLACEMENT OF TEMPORARY TRAFFIC CONTROLS. ALL PROPOSED PHASING OF CONTROLS MUST BE INDICATED ON APPROVED TEMPORARY TRAFFIC CONTROL PLAN AND SEALED BY PROFESSIONAL ENGINEER.
- PLACE TEMPORARY E/S CONTROLS AND TREE PROTECTION FENCING PRIOR TO BEGINNING ANY EXCAVATION. INSTALL C.I.P. SIGN, IF APPLICABLE.
- HOLD ENVIRONMENTAL PRE-CONSTRUCTION CONFERENCE ON SITE WITH THE CONTRACTOR, OWNER'S REPRESENTATIVE, AND GENERAL PERMIT PROGRAM REPRESENTATIVE AFTER INSTALLATION OF E/S CONTROLS AND TREE PROTECTION FENCING AND PRIOR TO ANY TRENCHING OPERATIONS.
- PLACE TEMPORARY TRAFFIC CONTROL DEVICES.

PROJECT CONSTRUCTION:

- BEGIN CONSTRUCTION. NOTIFY GENERAL PERMIT PROGRAM REPRESENTATIVE A MINIMUM OF 48 HOURS IN ADVANCE OF TRANSITION BETWEEN PHASES.
- CONTACT GENERAL PERMIT OFFICE TO SCHEDULE FIELD INSPECTION PRIOR TO BEGINNING INSTALLATION OF PERMANENT E/S CONTROLS.
- COMPLETE RESTORATION OF ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES FOR THIS PROJECT. (PERMANENT E/S CONTROLS)
- REMOVE TEMPORARY TRAFFIC CONTROL DEVICES RELATED TO WORK AREAS OUTSIDE OF THE STREET.
- HOLD ENVIRONMENTAL POST-CONSTRUCTION CONFERENCE ON SITE WITH THE CONTRACTOR, OWNER'S REPRESENTATIVE, AND GENERAL PERMIT PROGRAM REPRESENTATIVE. ALL PERMANENT E/S CONTROLS MUST BE ACCEPTED BY THE GENERAL PERMIT PROGRAM REPRESENTATIVE. PERMANENT CONTROLS SHALL CONSIST OF REVEGETATION PER DETAILS 602, 604S, AND 609S AS INDICATED ON APPROVED PLANS.
- FOLLOWING FINAL ACCEPTANCE OF PERMANENT E/S CONTROLS BY THE GENERAL PERMIT PROGRAM REPRESENTATIVE, REMOVE TEMPORARY E/S CONTROLS. CLEAN EXISTING STORM DRAINAGE SYSTEMS AS NECESSARY DUE TO CONSTRUCTION OPERATIONS.
- DRESS-UP AND RESTORE ANY AREAS DISTURBED BY REMOVAL OF TEMPORARY E/S CONTROLS DESCRIBED ABOVE.

REQUIRED SUBMITTALS:

SUBMITTALS REQUIRED TO BE APPROVED BY GENERAL PERMIT PROGRAM REPRESENTATIVE INCLUDE: SUBMITTALS TRIGGERED BY CITY OF AUSTIN SERIES 600 SPECIFICATIONS AND RELATED SPECIAL PROVISIONS/SPECIFICATIONS, CONSTRUCTION SCHEDULE, TREE PROTECTION, P-6 AND OTHER ROOT ZONE PROTECTION/MITIGATION MEASURES, DEWATERING PLAN, WATERING SCHEDULE FOR REVEGETATION AREAS, AND ANY VEGETATIVE REPLACEMENT PROPOSALS, IF NOT ALREADY PART OF THE PERMITTED PLAN SET.

CITY OF AUSTIN – STANDARD NOTES
TREE AND NATURAL AREA PROTECTION
(MODIFIED FOR USE ON GENERAL PERMIT PROJECTS)

- ALL TREES AND NATURAL AREAS SHOWN ON PLAN TO BE PRESERVED SHALL BE PROTECTED DURING CONSTRUCTION WITH TEMPORARY MEASURES.
- PROTECTIVE MEASURES SHALL BE INSTALLED ACCORDING TO CITY OF AUSTIN STANDARDS FOR TREE PROTECTION.
- PROTECTIVE MEASURES SHALL BE INSTALLED PRIOR TO THE START OF ANY SITE PREPARATION WORK (CLEARING, GRUBBING OR GRADING), AND SHALL BE MAINTAINED THROUGHOUT ALL PHASES OF THE PROJECT.
- EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILD-UP, COMPACTION OR CUTTING OF CRITICAL ROOT ZONE WITHIN TREE DRIP LINES.
- TREE PROTECTION SHALL COMPLETELY SURROUND THE TREES OR GROUP OF TREES AND WILL BE LOCATED AT THE OUTERMOST LIMIT OF BRANCHES (DRIP LINE). FOR NATURAL AREAS, PROTECTIVE MEASURES SHALL FOLLOW THE LIMIT OF CONSTRUCTION LINE, IN ORDER TO PREVENT THE FOLLOWING:
 - SOIL COMPACTION IN THE ROOT ZONE AREA RESULTING FROM VEHICULAR TRAFFIC OR STORAGE OF EQUIPMENT OR MATERIALS;
 - ROOT ZONE DISTURBANCES DUE TO GRADE CHANGES (GREATER THAN 6 INCHES CUT OR FILL) OR TRENCHING NOT REVIEWED AND AUTHORIZED BY THE GENERAL PERMIT PROGRAM OFFICE OF THE PLANNING AND DEVELOPMENT REVIEW DEPARTMENT;
 - WOUNDS TO EXPOSED ROOTS, TRUNK OR LIMBS BY MECHANICAL EQUIPMENT;
 - OTHER ACTIVITIES DETRIMENTAL TO TREES SUCH AS CHEMICAL STORAGE, CEMENT TRUCK CLEANING, AND FIRES.
- EXCEPTIONS TO INSTALLING PROTECTIVE FENCES AT CRITICAL ROOT ZONES MAY BE PERMITTED IN THE FOLLOWING CASES:
 - WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERMEABLE PAVING SURFACE, TREE WELL, OR OTHER SUCH SITE DEVELOPMENT, ERECT THE FENCE APPROXIMATELY 2 FEET BEYOND THE AREA DISTURBED;
 - WHERE PERMEABLE PAVING IS TO BE INSTALLED, ERECT THE FENCE AT THE OUTER LIMITS OF THE PERMEABLE PAVING AREA
 - WHERE TREES ARE CLOSE TO PROPOSED BUILDINGS, ERECT THE FENCE NO CLOSER THAN 6 FEET TO THE BUILDING
 - WHERE THERE ARE SEVERE SPACE CONSTRAINTS DUE TO TRACT SIZE, OR OTHER SPECIAL REQUIREMENTS, CONTACT THE GENERAL PERMIT PROGRAM OFFICE AT 974-6330 TO DISCUSS ALTERNATIVES.

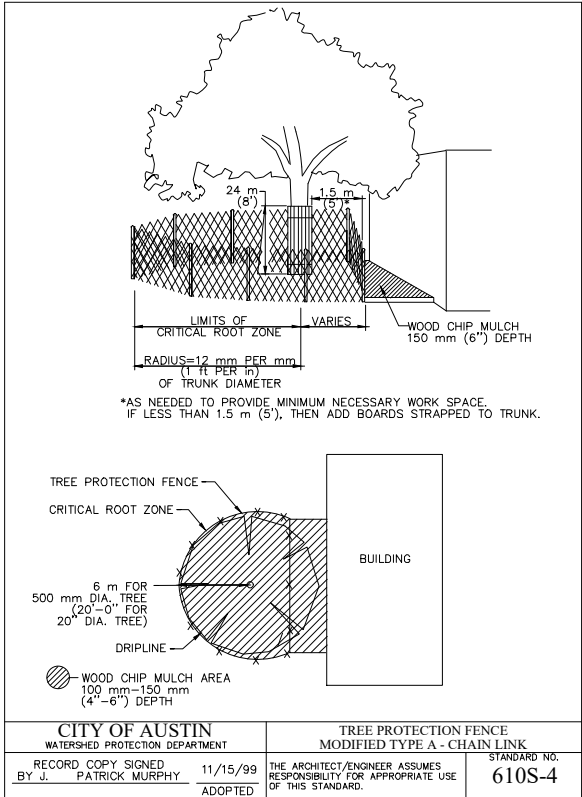
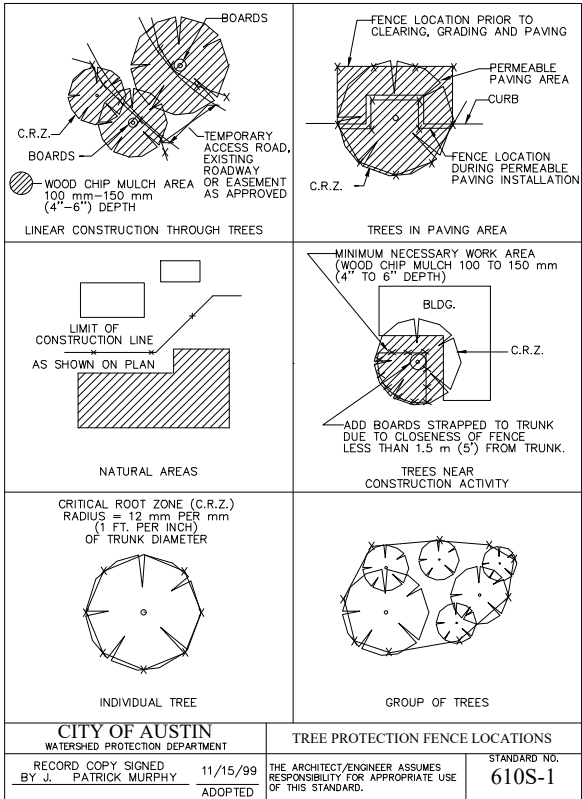
SPECIAL NOTE: FOR THE PROTECTION OF NATURAL AREAS, NO EXCEPTIONS TO INSTALLING FENCES AT THE LIMIT OF CONSTRUCTION LINE WILL BE PERMITTED.

WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN A FENCE 5 FEET OR CLOSER TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED-ON PLANKING TO A HEIGHT OF 8 FEET (OR TO THE LIMITS OF LOWER BRANCHING) IN ADDITION TO THE REDUCED FENCING.

- WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN AREAS OF UNPROTECTED ROOT ZONES, THOSE AREAS SHOULD BE COVERED WITH 12 INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION DURING CONSTRUCTION. FILTER FABRIC UNDERLAYMENT MAY BE REQUIRED AT DIRECTION OF GENERAL PERMIT PROGRAM REPRESENTATIVE BASED ON SITE CONDITIONS AND CONSTRUCTION ACTIVITIES. MAXIMUM FOUR (4) INCHES DEPTH MAY BE LEFT IN PLACE AFTER CONSTRUCTION WITH APPROVAL FROM THE GENERAL PERMIT PROGRAM REPRESENTATIVE.
- ALL GRADING WITHIN PROTECTED ROOT ZONE AREAS SHALL BE DONE BY HAND OR WITH SMALL EQUIPMENT TO MINIMIZE ROOT DAMAGE. PRIOR TO GRADING, RELOCATE PROTECTIVE FENCES TO 2 FEET BEHIND THE GRADE CHANGE AREA.
- ANY ROOTS EXPOSED BY CONSTRUCTION ACTIVITY SHALL BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOT AREAS WITH GOOD QUALITY TOP SOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN 2 DAYS, COVER THEM WITH ORGANIC MATERIAL IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
- PRIOR TO EXCAVATION OR GRADE CUTTING WITHIN TREE DRIPLINES, MAKE A CLEAN CUT BETWEEN THE DISTURBED AND UNDISTURBED ROOT ZONES WITH A ROCK SAW OR SIMILAR EQUIPMENT TO MINIMIZE DAMAGE TO REMAINING ROOTS.
- TREES MOST HEAVILY IMPACTED BY CONSTRUCTION ACTIVITIES SHOULD BE WATERED DEEPLY ONCE A WEEK DURING PERIODS OF HOT, DRY WEATHER. TREE CROWNS SHOULD BE SPRAYED WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON THE LEAVES.
- ANY TRENCHING REQUIRED FOR THE INSTALLATION OF LANDSCAPE IRRIGATION SHALL BE PLACED AS FAR FROM EXISTING TREE TRUNKS AS POSSIBLE.
- NO LANDSCAPE TOPSOIL DRESSING GREATER THAN 4 INCHES SHALL BE PERMITTED WITHIN THE DRIPLINE OF TREES. NO SOIL IS PERMITTED ON THE ROOT FLARE OF ANY TREE.
- PRUNING TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC AND EQUIPMENT SHALL TAKE PLACE BEFORE CONSTRUCTION BEGINS. SEE NOTE THREE (3) OF SUPPLEMENTAL TREE PROTECTION NOTES FOR ADDITIONAL REQUIREMENTS.
- ALL FINISHED PRUNING MUST BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES AVAILABLE ON REQUEST FROM THE GENERAL PERMIT PROGRAM OFFICE).
- DEVIATIONS FROM THE ABOVE NOTES MAY BE CONSIDERED ORDINANCE VIOLATIONS IF THERE IS SUBSTANTIAL NONCOMPLIANCE OR IF A TREE SUSTAINS DAMAGE AS A RESULT.
- TREES APPROVED FOR REMOVAL SHALL BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.

SUPPLEMENTAL TREE PROTECTION NOTES

- ALL TREE PROTECTION MUST COMPLY WITH CITY OF AUSTIN REQUIREMENTS AS OUTLINED IN THE ENVIRONMENTAL CRITERIA MANUAL AND AS INDICATED BY STANDARD COA NOTES AND DETAILS INCLUDED WITHIN THIS DOCUMENT SET. CONTRACTOR SHALL INSTALL PROTECTION PRIOR TO PRE-CONSTRUCTION CONFERENCE, MAKE ADJUSTMENTS TO PROTECTION AS DIRECTED BY THE GPP REPRESENTATIVE, AND MAINTAIN PROTECTION UNTIL PROJECT IS COMPLETE.
- TYPE AND LOCATION OF ALL TREE PROTECTION MUST BE APPROVED IN THE FIELD BY THE GENERAL PERMIT PROGRAM (GPP) REPRESENTATIVE PRIOR TO CONSTRUCTION.
- WALK-THROUGH: CONTRACTOR SHALL CONDUCT WALK-THROUGH MEETING WITH GENERAL PERMIT PROGRAM REPRESENTATIVE PRIOR TO PERFORMING ANY PRUNING ACTIVITIES ON TREES IN PROJECT AREA. PURPOSE OF WALK-THROUGH WILL BE TWOFOLD. ONE PURPOSE WILL BE TO DETERMINE THE MINIMUM AMOUNT OF PRUNING NECESSARY TO ALLOW CONSTRUCTION WORK TO BE COMPLETED. SECOND PURPOSE WILL BE TO DETERMINE AREAS OF PROJECT IN WHICH EXHAUST DIVERTERS WILL BE REQUIRED ON CONSTRUCTION EQUIPMENT TO PREVENT SCORCHING OF EXISTING TREES.
- ALL PRUNING MUST BE PERFORMED IN ACCORDANCE WITH ANSI A300 (PART 1) – 2001 AMERICAN NATIONAL STANDARD FOR TREE CARE OPERATIONS (PRUNING), OR LATEST APPROVED VERSION. THIS DOCUMENT MAY BE OBTAINED ONLINE FOR A FEE AT WWW.ANSI.ORG.
- PRUNING SHALL BE DONE WITH CLEAN, SHARP TOOLS. TO PREVENT BARK TEARS, THE WEIGHT OF THE BRANCH SHALL BE REMOVED BEFORE MAKING FINAL PRUNING CUT.
- ALL PRUNING SHALL PRESERVE THE NATURAL CHARACTER OF THE TREE.
- ONLY COLLAR CUTS ARE ACCEPTABLE. NO FLUSH CUTS OR STUB CUTS WILL BE ALLOWED.
- ALL BRANCHES THAT ARE BROKEN OR DAMAGED DURING CONSTRUCTION SHALL BE REMOVED.
- PRUNING CUTS OR DAMAGED AREAS ON AN OAK TREE SHALL BE PAINTED WITHIN FIVE MINUTES WITH A STANDARD TREE WOUND DRESSING. TREE WOUND DRESSING SHALL BE EITHER TREEKOTE AEROSOL OR TANGLEFOOT PRUNING SEALER (OR APPROVED EQUAL). THIS ALSO APPLIES TO WOUNDS CREATED BY CONSTRUCTION VEHICLES OR EQUIPMENT. ALL PRUNING MUST BE IN ACCORDANCE WITH COA OAK WILT PREVENTION POLICY.
- ANY TREE ROOTS THAT ARE EXPOSED, CUT, OR TORN DURING CONSTRUCTION ACTIVITY SHALL BE PRUNED FLUSH WITH THE SURROUNDING SOIL. (REFER ALSO TO NUMBER 9 OF THE TREE AND NATURAL AREA PROTECTION NOTES INCLUDED IN THIS PLAN SET.)
- ALL TRENCHING WITHIN THE CRITICAL ROOT ZONE OF A TREE TO BE PRESERVED WILL BE SAW CUT OR EXCAVATED BY HAND, AS APPROVED BY THE GENERAL PERMIT PROGRAM ARBORIST.
- REFER TO ENVIRONMENTAL CRITERIA MANUAL APPENDIX P-6 FOR FURTHER REMEDIAL TREE CARE REQUIREMENTS. P-6 REMEDIAL TREE CARE WILL BE COORDINATED WITH AND APPROVED BY THE GENERAL PERMIT PROGRAM ARBORIST FOR PROJECTS PERMITTED THROUGH THE GENERAL PERMIT PROGRAM.

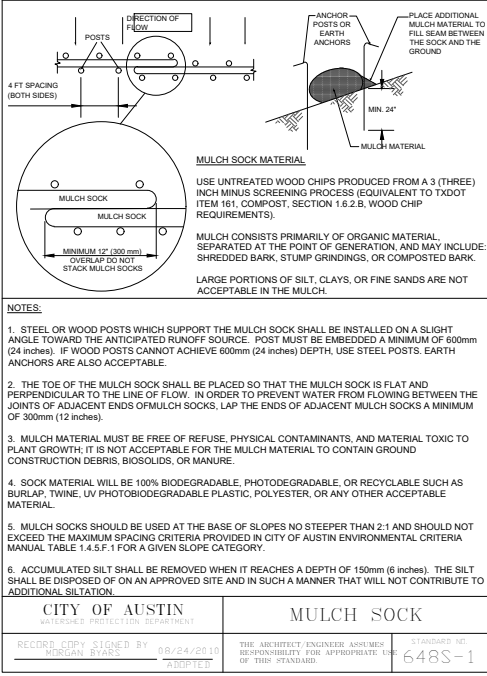
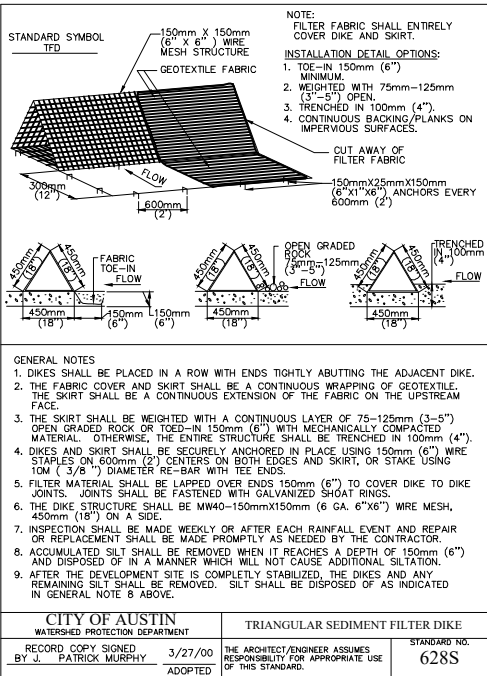
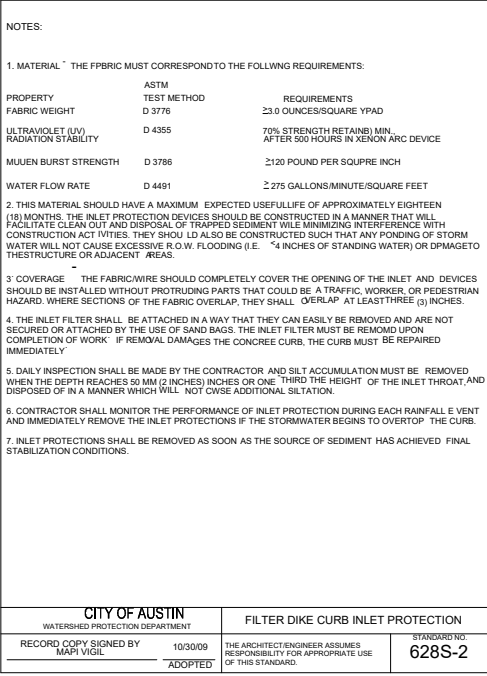
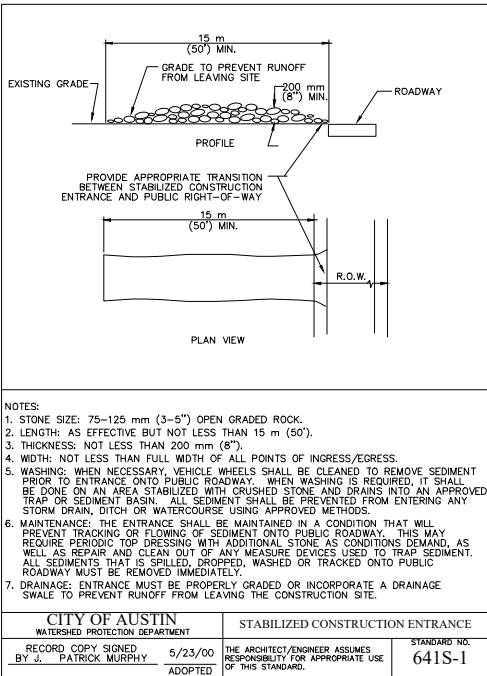
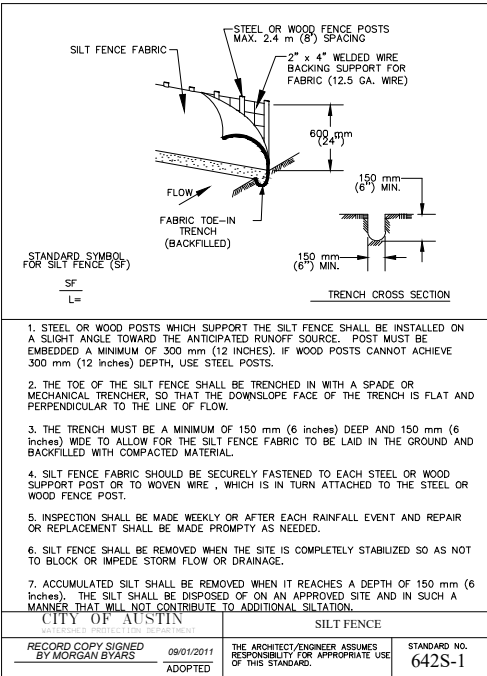
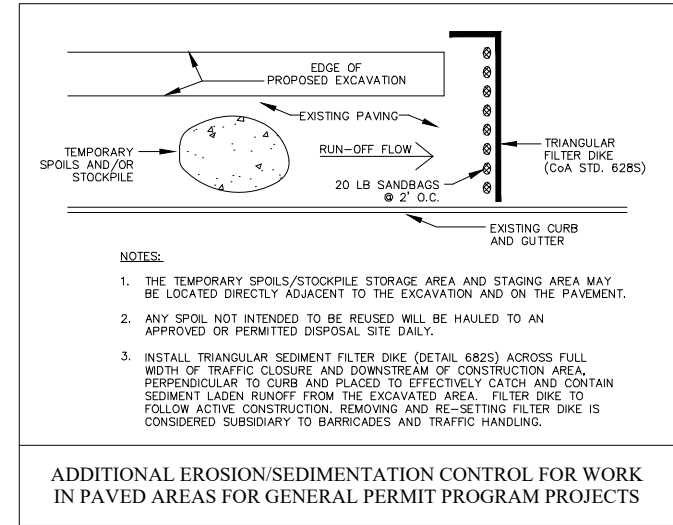
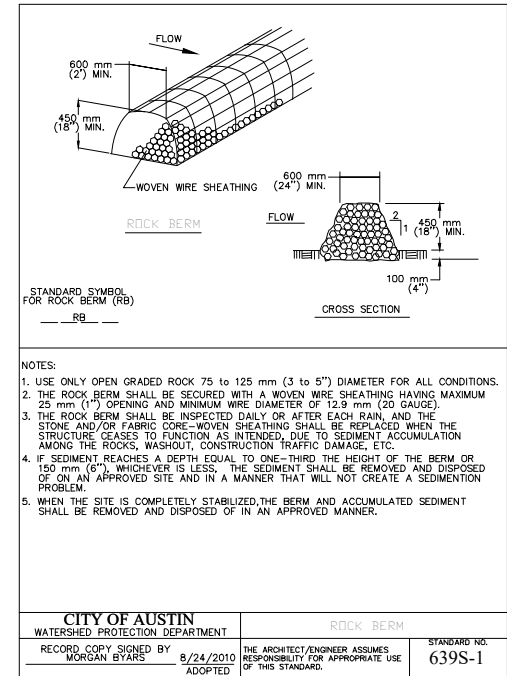
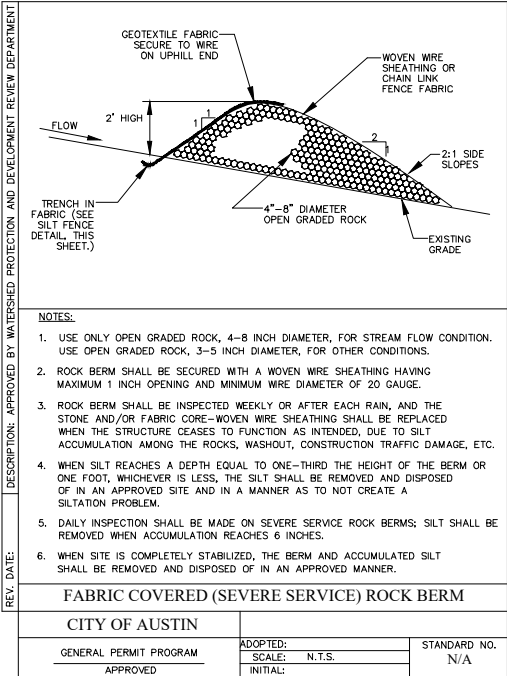


GENERAL PERMIT OFFICE
TREE PROTECTION
AND ENVIRONMENTAL NOTES
CITY OF AUSTIN STANDARD NOTES AND DETAILS

REVISIONS				SHEET INFORMATION			
NO.	BY	DATE	REMARKS	DATE	SHEET	CAD REF. NO.	DWG NO.
				4/29/2022	1 OF 3	GP-TP	3

CITY OF AUSTIN – STANDARD NOTES
EROSION AND SEDIMENTATION CONTROL
(MODIFIED FOR USE ON GENERAL PERMIT PROJECTS)

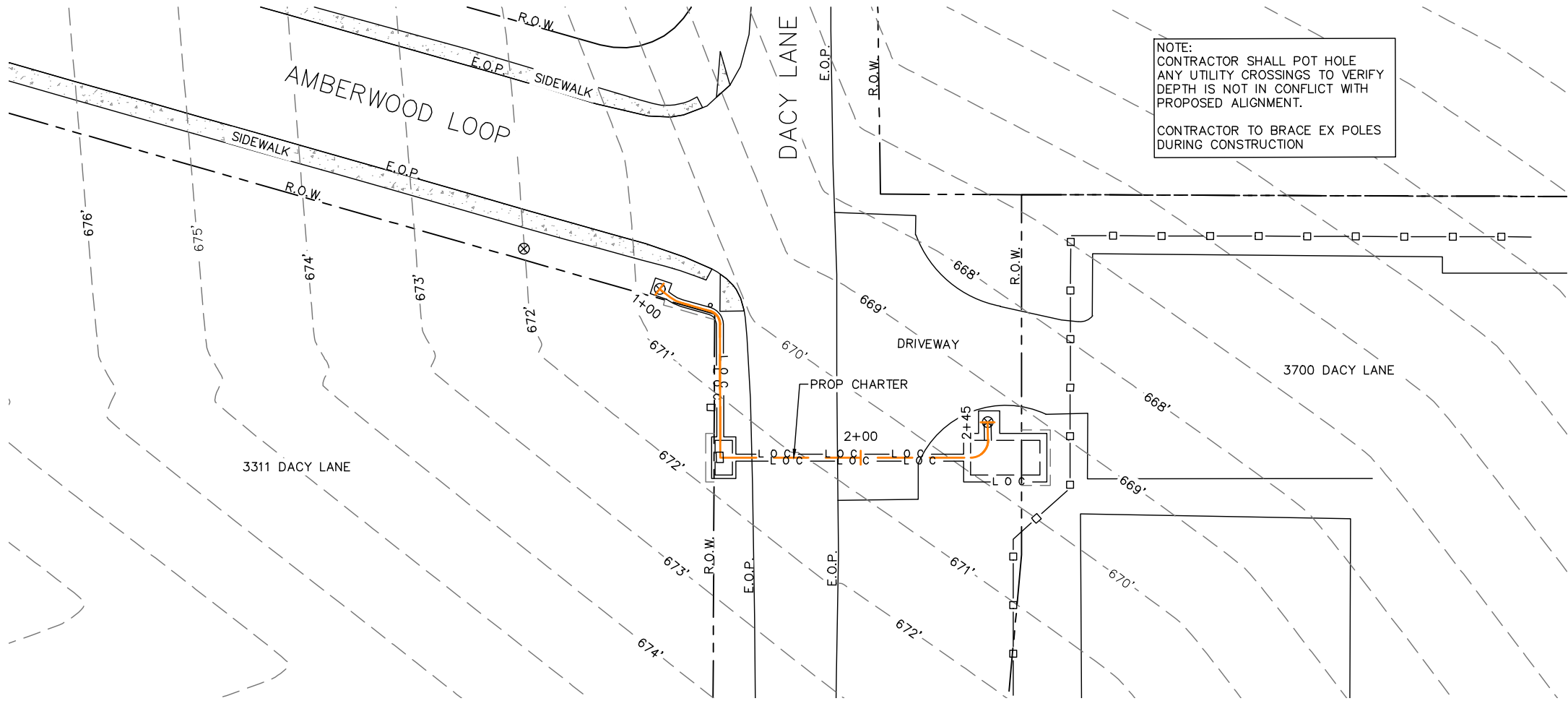
1. THE CONTRACTOR SHALL INSTALL EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, OR EXCAVATION).
2. THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS SHALL BE IN ACCORDANCE WITH THE ENVIRONMENTAL CRITERIA MANUAL AND THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN.
3. THE PLACEMENT OF TREE/NATURAL AREA PROTECTIVE FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF AUSTIN STANDARD NOTES FOR TREE AND NATURAL AREA PROTECTION AND THE APPROVED GRADING/TREE AND NATURAL AREA PLAN.
4. A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD ON-SITE WITH THE CONTRACTOR, DESIGN ENGINEER, PERMIT APPLICANT, AND GENERAL PERMIT PROGRAM REPRESENTATIVE AFTER INSTALLATION OF THE EROSION/SEDIMENTATION CONTROLS AND THE TREE/NATURAL AREA PROTECTION MEASURES AND PRIOR TO BEGINNING ANY SITE PREPARATION WORK. THE CONTRACTOR SHALL NOTIFY THE GENERAL PERMIT PROGRAM OFFICE AT 512/974-6330, AT LEAST 3 DAYS PRIOR TO THE MEETING DATE.
5. ANY SIGNIFICANT VARIATION IN MATERIALS OR LOCATIONS OF CONTROLS OR FENCES FROM THOSE SHOWN ON THE APPROVED PLANS MUST BE APPROVED BY THE REVIEWING ENGINEER AND THE GENERAL PERMIT PROGRAM REPRESENTATIVE.
6. THE CONTRACTOR IS REQUIRED TO INSPECT THE CONTROLS AND FENCES AT DAILY INTERVALS AND AFTER SIGNIFICANT RAINFALL EVENTS TO INSURE THAT THEY ARE FUNCTIONING PROPERLY. THE PERSON(S) RESPONSIBLE FOR MAINTENANCE OF CONTROLS AND FENCES SHALL IMMEDIATELY MAKE ANY NECESSARY REPAIRS TO DAMAGED AREAS. SILT ACCUMULATION AT CONTROLS MUST BE REMOVED WHEN THE DEPTH REACHES SIX (6) INCHES. SILT ACCUMULATION AT INLET DEVICES SHOULD BE REMOVED WHEN THE DEPTH REACHES TWO (2) INCHES.
7. PRIOR TO FINAL ACCEPTANCE BY THE CITY, HAUL ROADS AND WATERWAY CROSSINGS CONSTRUCTED FOR TEMPORARY CONTRACTOR ACCESS MUST BE REMOVED. ACCUMULATED SEDIMENT REMOVED FROM THE WATERWAY AND THE AREA RESTORED TO THE ORIGINAL GRADE AND REVEGETATED. ALL LAND CLEARING DEBRIS SHALL BE DISPOSED OF IN APPROVED SPOIL DISPOSAL SITES.
8. ALL WORK MUST STOP IF A VOID IN THE ROCK SUBSTRATE IS DISCOVERED WHICH IS ONE SQUARE FOOT OR LARGER IN TOTAL AREA, BLOWS AIR FROM WITHIN THE SUBSTRATE, AND/OR CONSISTENTLY RECEIVES WATER DURING ANY RAIN EVENT. AT THIS TIME, IT IS THE RESPONSIBILITY OF THE PROJECT MANAGER TO IMMEDIATELY CONTACT THE GENERAL PERMIT PROGRAM REPRESENTATIVE FOR FURTHER INVESTIGATION.
9. FIELD REVISIONS TO THE EROSION/SEDIMENTATION CONTROL PLAN MAY BE REQUIRED BY THE GENERAL PERMIT PROGRAM REPRESENTATIVE DURING THE COURSE OF CONSTRUCTION TO CORRECT CONTROL INADEQUACIES. ANY REVISIONS TO THE PERMITTED PLAN MUST BE APPROVED BY THE GENERAL PERMIT PROGRAM OFFICE OF THE PLANNING AND DEVELOPMENT REVIEW DEPARTMENT.
10. PERMANENT EROSION/SEDIMENTATION CONTROL: ALL DISTURBED AREAS SHALL BE RESTORED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, WHERE THE CRITERIA MANUAL AND CONTRACT DOCUMENTS DIFFER THE MOST ENVIRONMENTALLY BENEFICIAL MATERIALS/METHOD SHALL BE REQUIRED UNLESS OTHERWISE APPROVED BY THE GENERAL PERMIT PROGRAM REPRESENTATIVE.
11. DEVELOPER INFORMATION:
- OWNER:
- COMPANY: CHARTER COMMUNICATIONS
CONTACT: JESUS GUTIERREZ
ADDRESS: 810 HOWARD LN
AUSTIN, TX 78753
PHONE: (830) 263-0519
E-MAIL: JESUS.GUTIERREZ@CHARTER.COM
- OWNER'S REPRESENTATIVE RESPONSIBLE FOR PLAN ALTERATIONS:
- COMPANY: IJA ENGINEERING, INC
CONTACT: BRENT GURLEY, SR. PROJECT MANAGER
ADDRESS: 2700 LA FRONTERA BLVD.
ROUND ROCK, TX 76681
PHONE: (512) 439-4758
E-MAIL: BGURLEY@JA.COM
- PARTY RESPONSIBLE FOR EROSION/SEDIMENTATION CONTROL MAINTENANCE:
COMPANY: CONTRACTOR
- PARTY RESPONSIBLE FOR TREE/NATURAL AREA PROTECTION MAINTENANCE:
COMPANY: CONTRACTOR
12. THE CONTRACTOR SHALL NOT DISPOSE OF SURPLUS EXCAVATED MATERIAL FROM THE SITE WITHOUT NOTIFYING THE GENERAL PERMIT PROGRAM REPRESENTATIVE. AT 974-6330, AT LEAST 48 HOURS PRIOR TO THE SPOILS REMOVAL. THIS NOTIFICATION SHALL INCLUDE THE DISPOSAL LOCATION AND A COPY OF THE PERMIT ISSUED TO RECEIVE THE MATERIAL.
13. INLET PROTECTION SHALL BE INSTALLED IMMEDIATELY PRIOR TO STREET WORK, AND WILL BE REMOVED AS SOON AS THE GENERAL PERMIT PROGRAM REPRESENTATIVE AGREES THAT THERE IS NO POTENTIAL FOR SEDIMENTATION.



GENERAL PERMIT OFFICE
EROSION/SEDIMENTATION
CONTROL
CITY OF AUSTIN STANDARD NOTES AND DETAILS

SHEET INFORMATION				REVISIONS			
DATE	4/29/2022			NO.	BY	DATE	REMARKS
SHEET	2	OF	3				
CAD REF. NO.	GP-ES						
DWG NO.	4						

04/29/2022 2:44:00 PM I:\2605\Projects\2605-A3000 Relocations\2605-A3057 FR Dacy Ln Phase 1 (969713) - UG Plan Set scf.dwg mbarrera

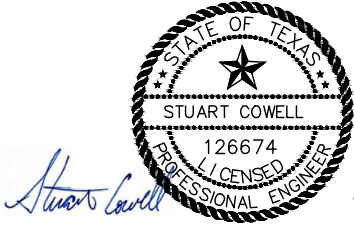


LEGEND

- PROP BORE
- PROP TRENCH
- R.O.W.
- EX ROADWAY
- SF SILT FENCE
- L o c LIMITS OF CONSTRUCTION
- ⊗ EX UTILITY POLE

CRITICAL ROOT ZONE (CRZ) NOTES:

- BORE RIG SHOULD HAVE AT LEAST 18" OF MULCH UNDERNEATH RIG TO REDUCE SOIL COMPACTION AROUND ROOT SYSTEM
- ALL CRZ (OUTER CRZ) WORK DONE SHOULD BE HAND TRENCHED AND CONTRACTOR TO CALL ENVIRONMENTAL INSPECTOR 48 HOURS BEFORE WORK IS STARTED
- THERE IS NO WORK/STAGING AREAS TO BE DONE INSIDE INNER 50% OF CRZ



Charter
COMMUNICATIONS

LJA Engineering, Inc. 
FRN - F-1386

CHARTER COMMUNICATIONS
969713
FR DACY LN PHASE 1

BURIED IMPROVEMENTS
ENVIRONMENTAL AND LOC PLAN STA:1+00 TO END

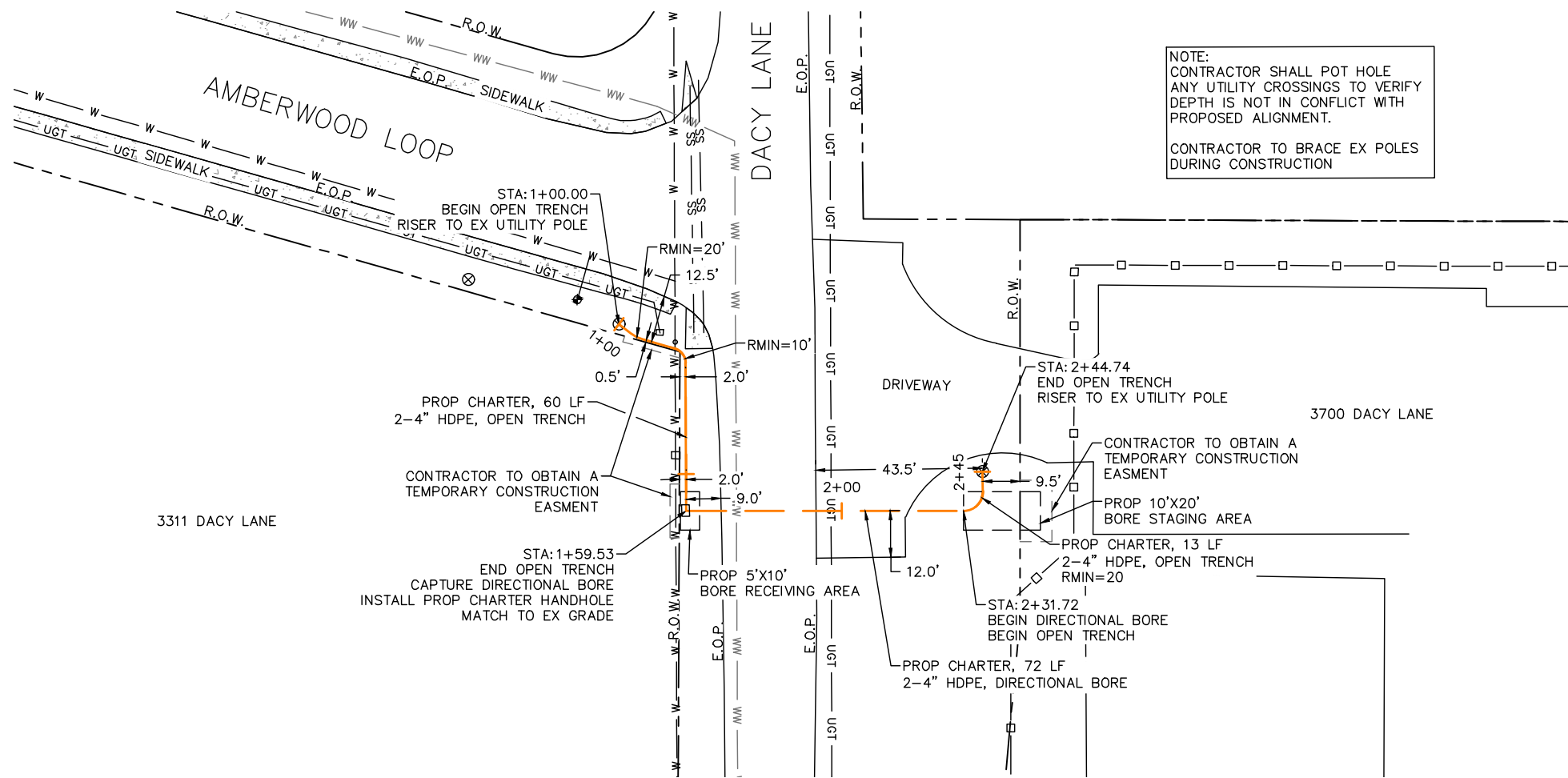
DESIGN BY: MB
DRAWN BY: MB
CHECKED BY: RS
APPROVED BY: BY
PROJECT NO: 2605-A3057
DATE: 4/29/2022

SCALE
HORIZONTAL: 1"=40'
VERTICAL: N/A
SHEET: 3 OF 3
PAGE: 5

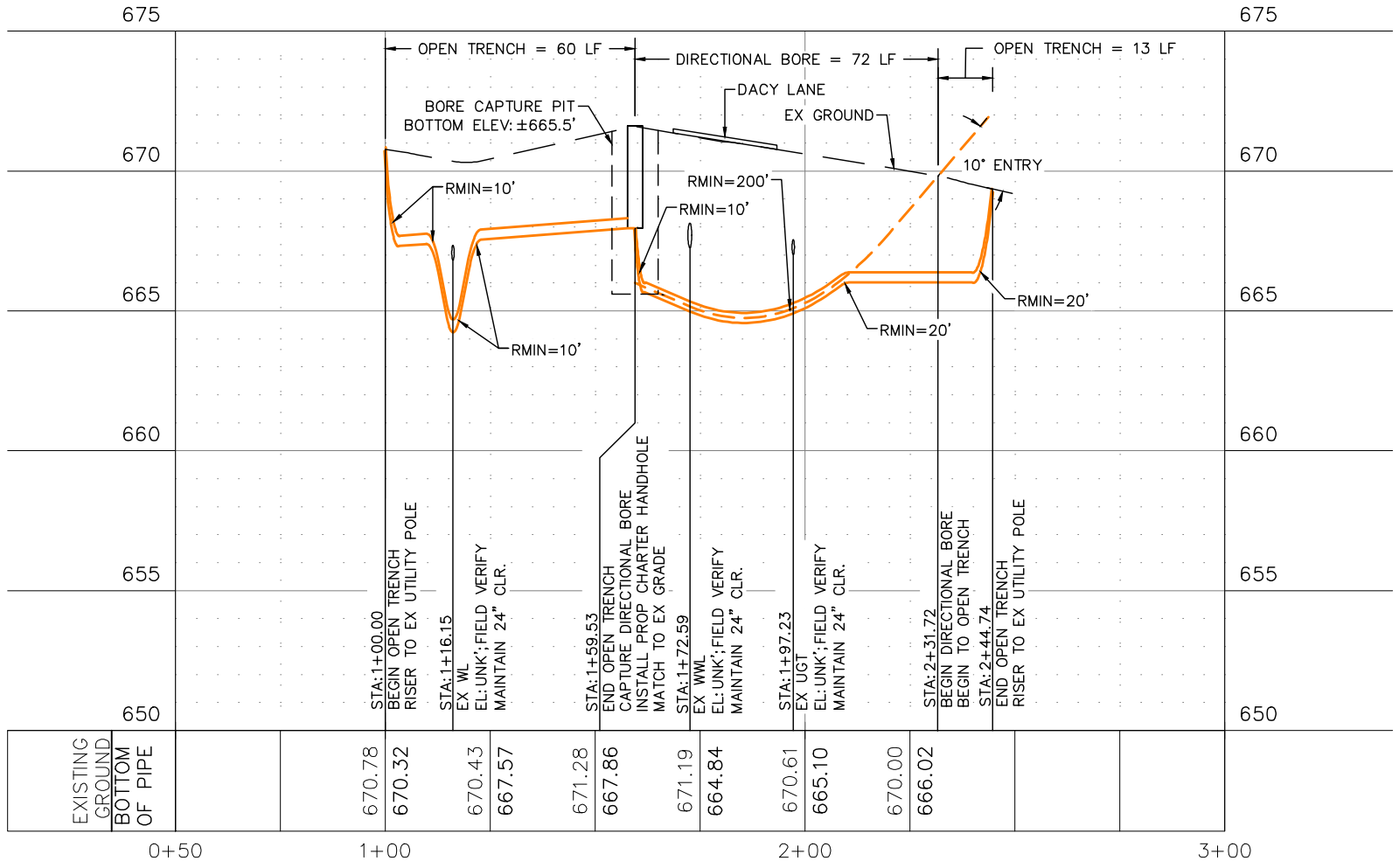
LOCATION OF EXISTING
UNDERGROUND AND OVERHEAD
UTILITIES ARE APPROXIMATE
LOCATIONS ONLY. THE
CONTRACTOR SHALL DETERMINE
THE EXACT LOCATION OF ALL
EXISTING UTILITIES PRIOR TO
BEGINNING WORK AND SHALL BE
FULLY RESPONSIBLE FOR ANY AND
ALL DAMAGES WHICH MIGHT OCCUR.



Know what's below.
Call before you dig.



- 20 10 0 20 40
HORIZONTAL SCALE : 1" = 40'
VERTICAL SCALE : 1" = 6'
- LEGEND**
- PROP BORE
 - PROP TRENCH
 - W --- EX WATER LINE
 - WW --- EX WASTEWATER LINE
 - SS --- EX STORM SEWER
 - UGE --- EX ELECTRIC
 - GAS --- EX GAS
 - UGT --- EX TELECOM
 - EX ROADWAY
 - R.O.W.
 - ⊗ EX UTILITY POLE
- GENERAL NOTES:**
1. THE LOCATIONS OF EXISTING UTILITIES DEPICTED ARE AN APPROXIMATION ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT OCCUR BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
 2. MAINTAIN A MINIMUM DUCT COVER OF 48" UNDER DITCHES AND 60" MINIMUM UNDER PAVEMENT. ALL ELSE 42" MINIMUM COVER. MAINTAIN 24" OF VERTICAL AND HORIZONTAL CLEARANCE FROM ALL EXISTING UTILITIES. CONTRACTOR TO MAINTAIN 5' HORIZONTAL CLEARANCE FROM ALL KYLE WATER INFRASTRUCTURE.
 3. MANHOLE LIDS TO BE INSTALLED AT EXISTING GROUND ELEVATION.
 4. EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD INVESTIGATION. NO SUE OR SURVEY WORK PERFORMED.



LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



4/29/22

Charter

COMMUNICATIONS

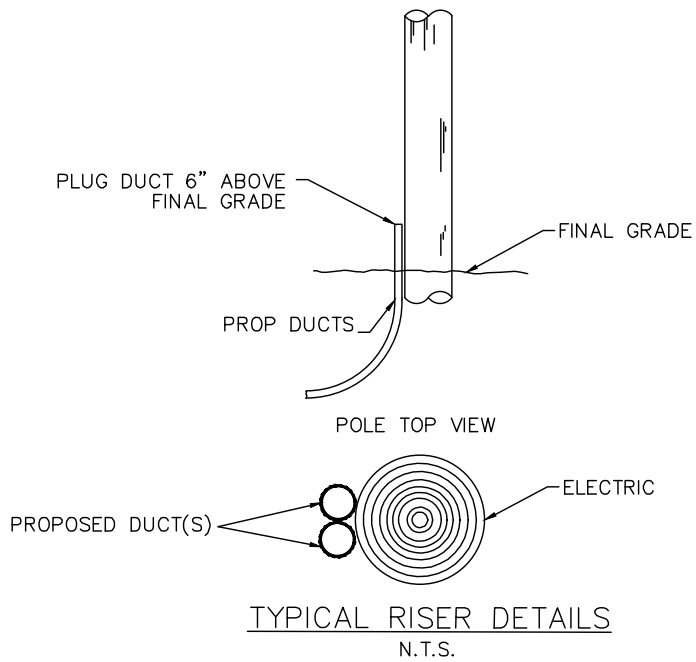
LJA Engineering, Inc.

FRN - F-1386

CHARTER COMMUNICATIONS
969713
FR DACY LN PHASE 1

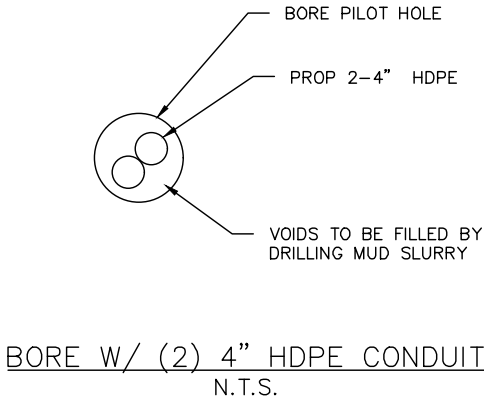
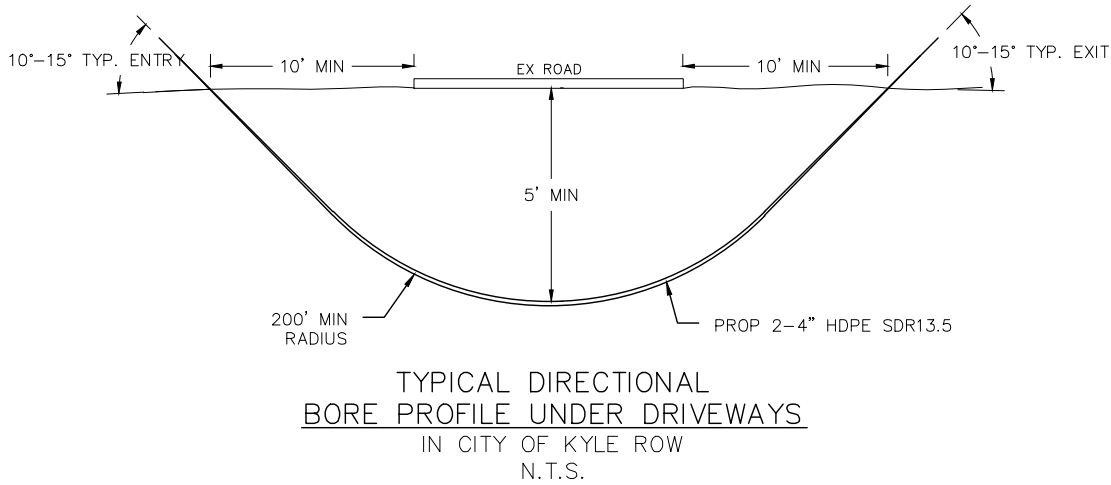
BURIED IMPROVEMENTS
PLAN AND PROFILE VIEW STA:1+00 TO END

DESIGN BY:	MB	SCALE
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CHECKED BY:	RS	VERTICAL: 1"=6'
APPROVED BY:	BY	SHEET: 1 OF 1
PROJECT NO:	2605-A3057	PAGE: 6
DATE:	4/29/2022	



RISER GENERAL NOTES

- 1. RISERS TO BE GROUPED IN QUADRANT THAT DO NOT INTERFERE WITH CLIMBING SPACE.
- 2. RISERS SHALL NOT OBSCURE ANY NUMBERING ON THE POLE.
- 3. NO MORE THAN 3 RISERS PER POLE.



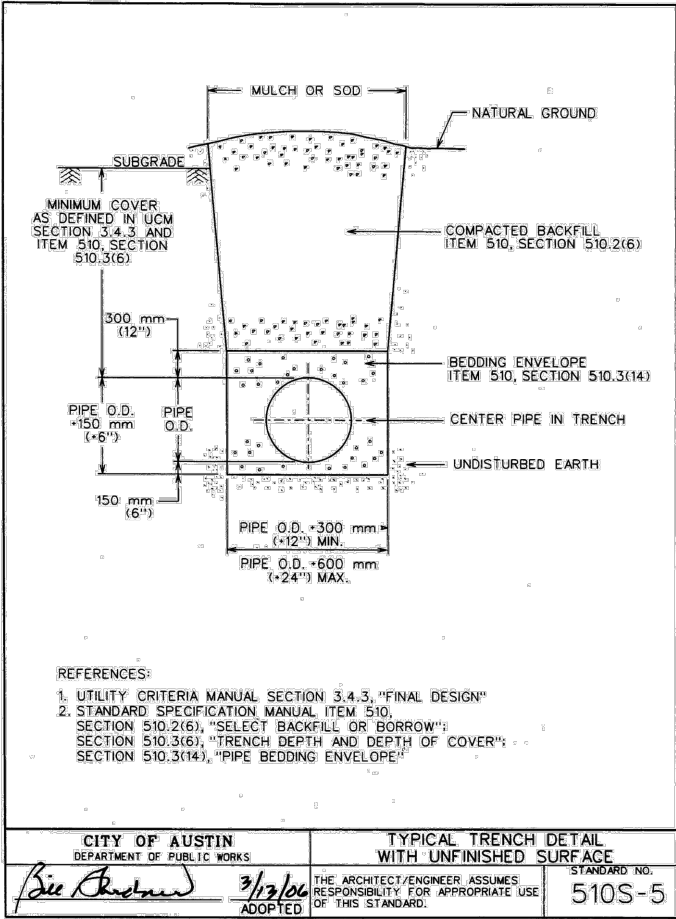
LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



CHARTER COMMUNICATIONS
969713
FR DACY LN PHASE 1

BURIED IMPROVEMENTS
TYPICAL DETAILS

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CHECKED BY: RS	VERTICAL: N/A
APPROVED BY: BY	SHEET: 1 OF 4
PROJECT NO: 2605-A3057	PAGE: 7
DATE: 4/29/2022	





Charter

COMMUNICATIONS

LJA Engineering, Inc.

FRN - F-1386

CHARTER COMMUNICATIONS
969713
FR DACY LN PHASE 1

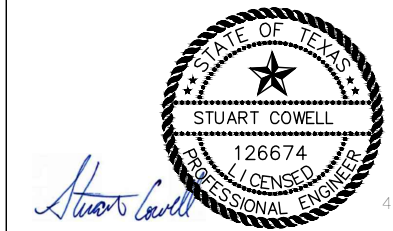
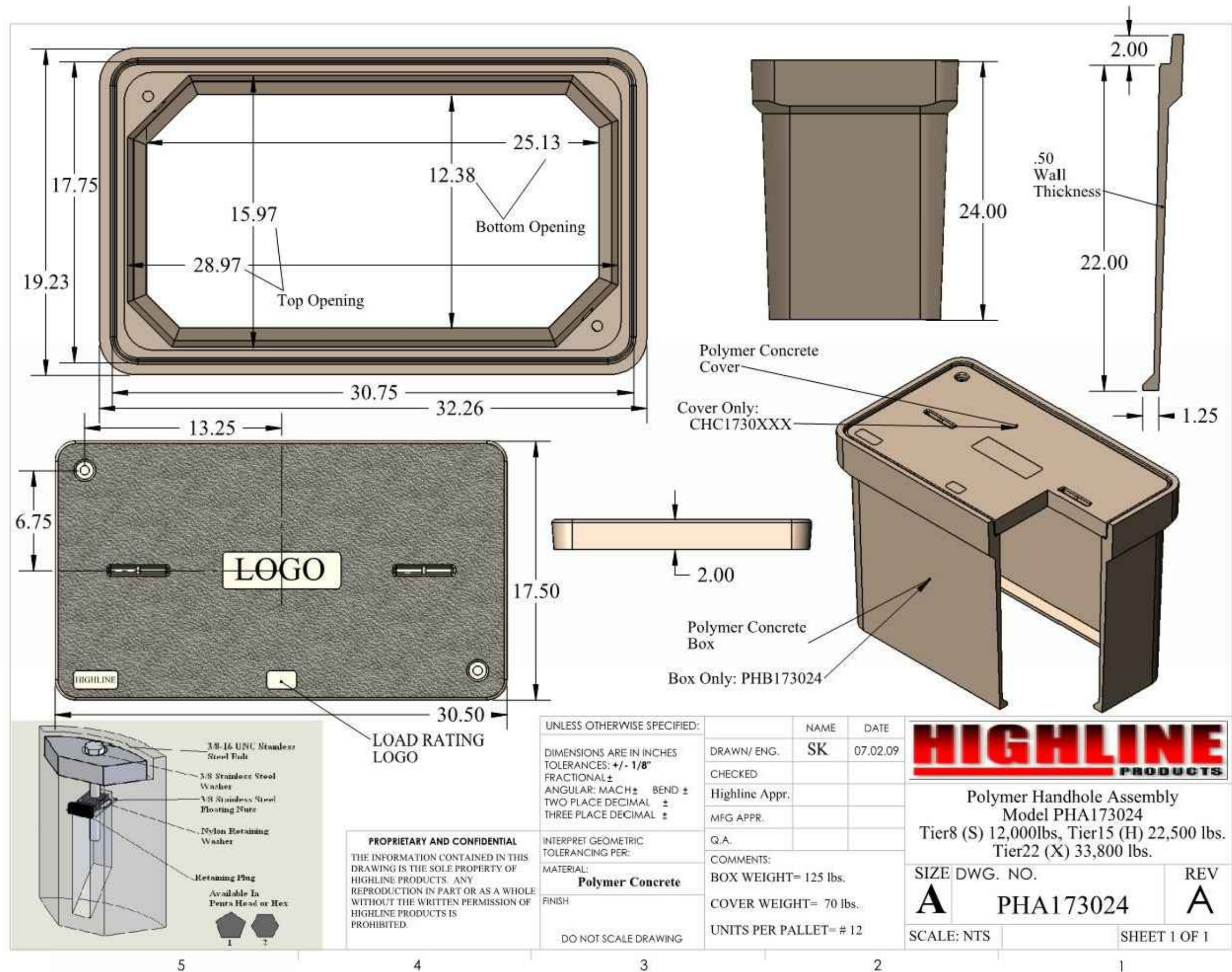
BURIED IMPROVEMENTS
TRENCH DETAILS

DESIGN BY: MB	SCALE
DRAWN BY: MB	HORIZONTAL: N/A
CHECKED BY: RS	VERTICAL: N/A
APPROVED BY: BY	SHEET: 2 OF 4
PROJECT NO: 2605-A3057	PAGE: 8
DATE: 4/29/2022	

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



04/29/2022 2:44:00 PM I:\2605\Projects\2605-A3000 Relocations\2605-A3057 FR Dacy Ln Phase 1 (969713)\CADD\2605-A3057 FR Dacy Ln Phase 1 (969713) - UG Plan Set.scdwg mbarerra



Charter
COMMUNICATIONS

LJA Engineering, Inc.
FRN - F-1386

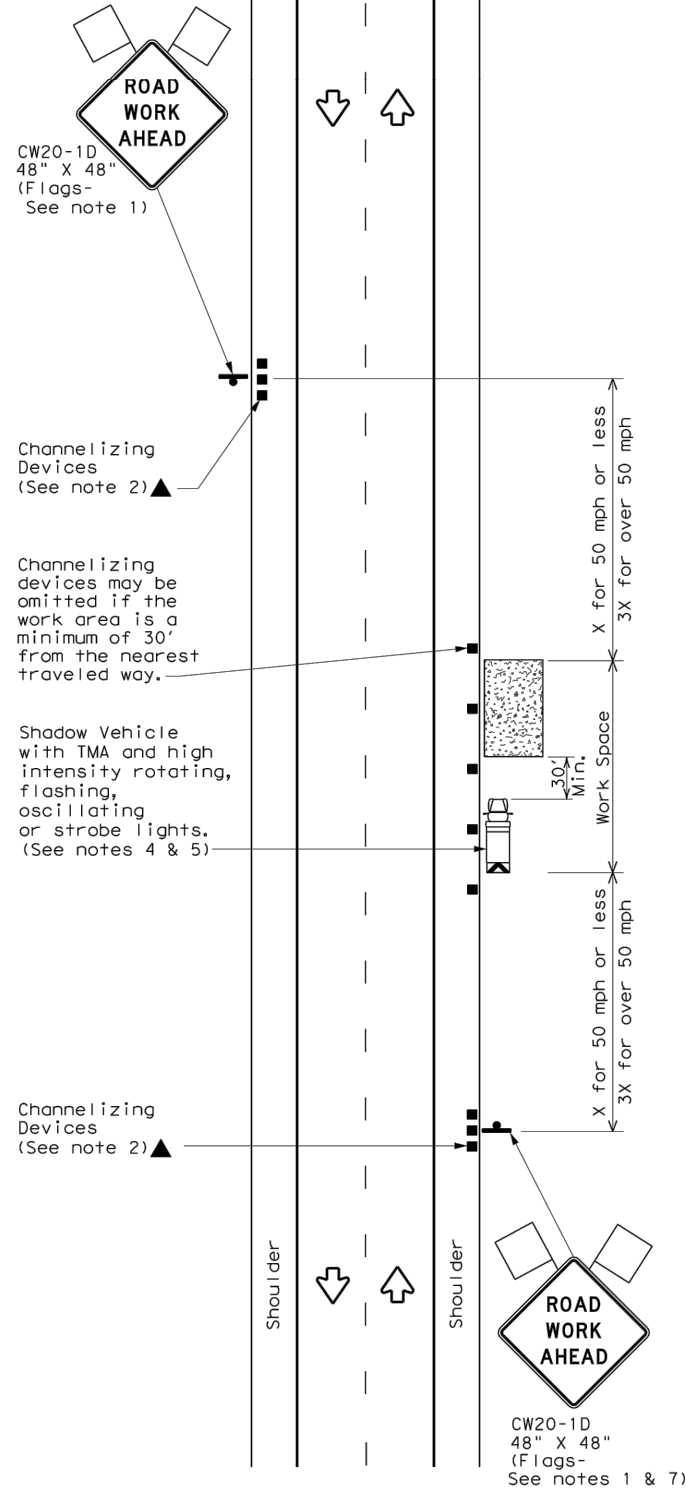
CHARTER COMMUNICATIONS
969713
FR DACY LN PHASE 1

BURIED IMPROVEMENTS
PROPOSED HANDHOLE DETAILS

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CHECKED BY: RS	VERTICAL: N/A
APPROVED BY: BY	SHEET: 3 OF 4
PROJECT NO: 2605-A3057	PAGE: 9
DATE: 4/29/2022	

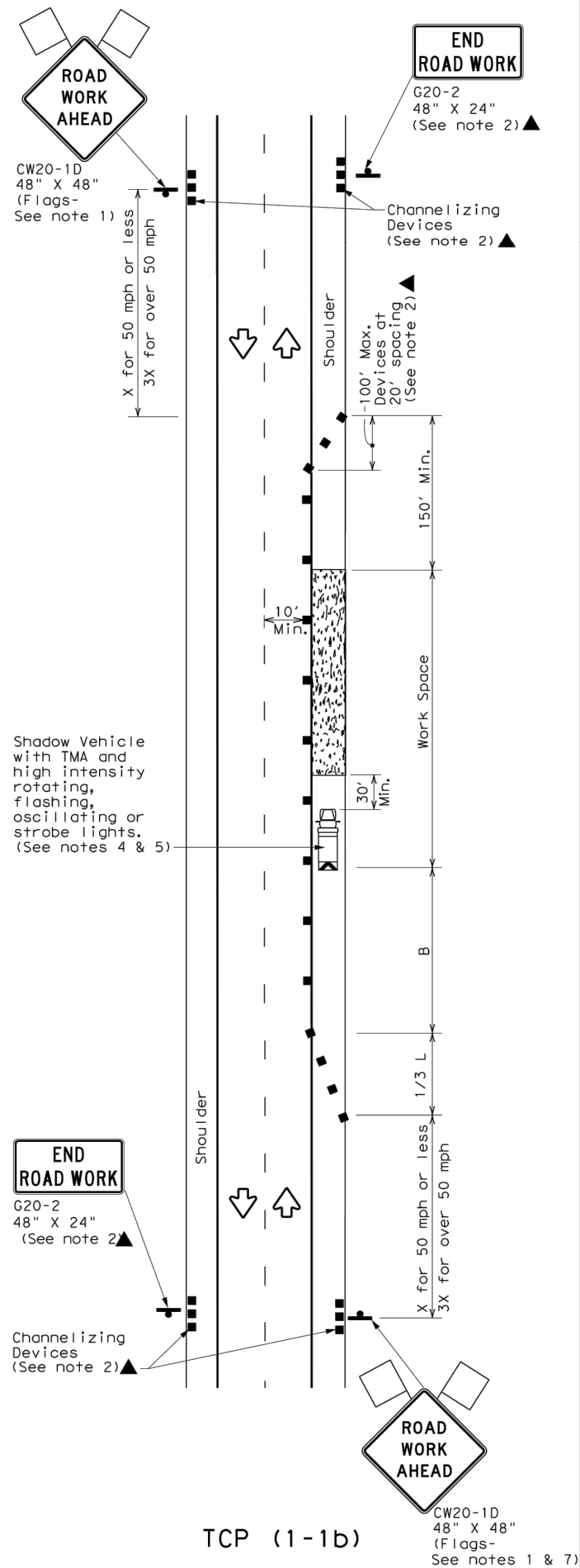
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:



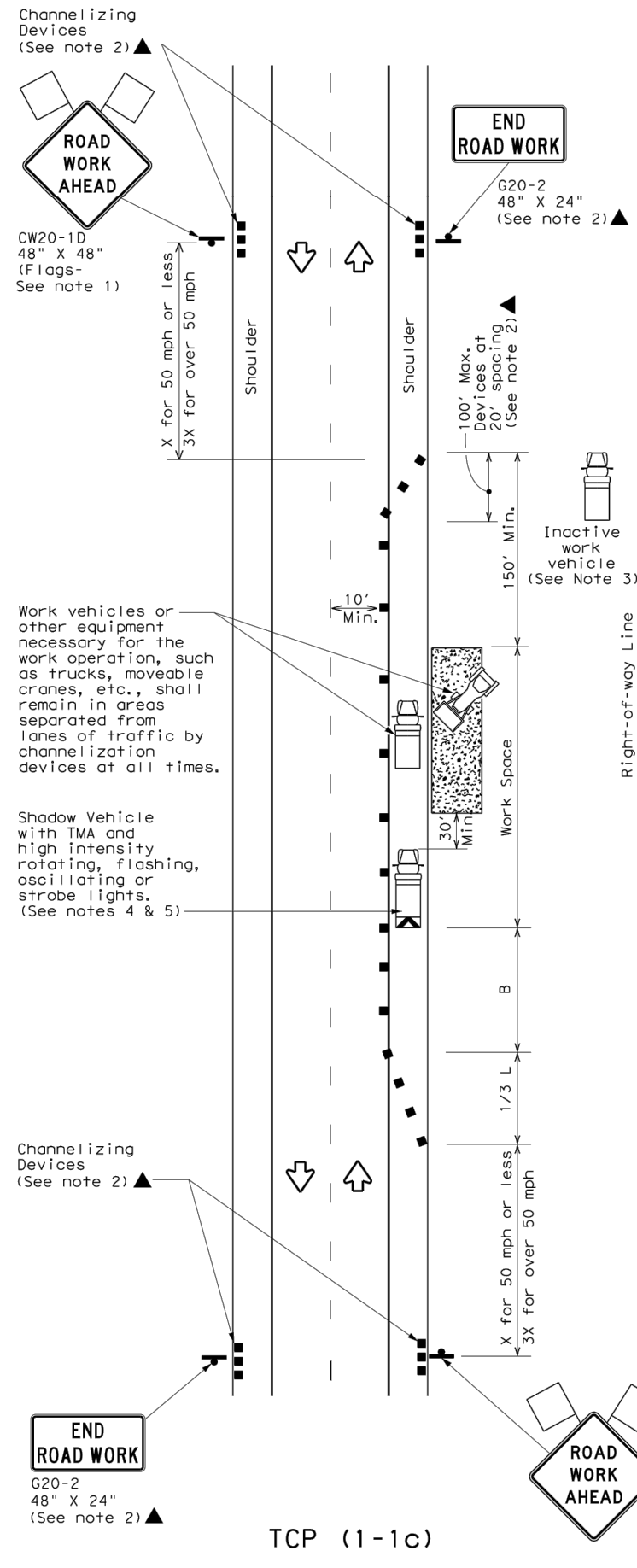
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L = WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.

L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
- CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.



Traffic
Operations
Division
Standard

**TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK**

TCP (1-1) - 18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
© TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS				
2-94 4-98				
8-95 2-12				
1-97 2-18				
	DIST	COUNTY	SHEET NO.	
			10	



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 7/26/2022 .

Utility Company Information:

Name: Pedernales Electric Cooperative
Address: 1810 FM 150 W Kyle TX
Phone:
Contact Name:

Engineer / Contractor Information:

Name: Pedernales Electric Cooperative
Address: 1810 FM 150 W Kyle TX 78640
Phone: 8302258012
Contact Name: Jason King

Hays County Information:

Utility Permit Number: TRN-2022-5002-UTL
Type of Utility Service: Overhead Electric
Project Description:
Road Name(s): Dacy Ln., , , , , , ,
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. King".

Engineering Technician

06/29/2022

Signature

Title

Date

New part of
Dacy Ln. that
is not
complete yet.

3821 Dacy Ln.

Dacy Ln.

New pole and anchor being
installed approx 1ft into right of
way

PT 387648





AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By: T. CRUMLEY
Sponsor: Commissioner Ingalsbe

Agenda Item:

Ratify the submission of a grant application to the Department of Justice, Patrick Leahy Bulletproof Vest Partnership (BVP) Grant Program in the amount of \$51,450.00. **INGALSBE/T.CRUMLEY**

Summary:

The Patrick Leahy Bulletproof Vest Partnership (BVP) Grant program provides 50% of the cost per unit to purchase bulletproof vests for law enforcement officers. The application is for 49 vests at an average unit price of \$1,050 each. The total cost is \$51,450, making the required cash match \$25,725. The Patrick Leahy Bulletproof Vest Partnership (BVP) Grant program is offered through the Department of Justice, Office of Justice Program. Deadline for submission was July 1, 2022.

Fiscal Impact:

Amount Requested: \$25,725
Line Item Number: 001-618-99-001.4301

Budget Office:

Budget Amendment Required Y/N?: NO
Comments: Cash match for bulletproof vest purchases is budgeted during the budget process.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A
G/L Account Validated Y/N?: N/A
New Revenue Y/N?: N/A
Comments:

Attachments

FY23 BVP Application

REVIEW APPLICATION



Application Profile



Application



NIJ Approved Vests



Submit Application

Below is the current status of your application.

APPLICATION PROFILE

Participant	HAYS COUNTY
Fiscal Year	2022
Number of Agencies Applied	0
Total Number of Officers for Application	172
Number of Officers on Approved Applications	172

APPLICATION PROFILE

Fiscal Year	2022				
Vest Replacement Cycle ⓘ	5				
Number of Officers	172				
Number of Emergency Replacement Needs ⓘ	<table> <tr> <td>Number of Stolen or Damaged</td><td>0</td></tr> <tr> <td>Number of Officer Turnover</td><td>35</td></tr> </table>	Number of Stolen or Damaged	0	Number of Officer Turnover	35
Number of Stolen or Damaged	0				
Number of Officer Turnover	35				

REVIEW BVP APPLICATION FOR FUNDING

Applicant	Quantity	Total Cost	Date Submitted	Application Status
HAYS COUNTY	49	\$51,450.00		Sent for BVP Approval
Grand Totals:	49	\$51,450.00		



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:**Sponsor:**

Judge Becerra

Agenda Item:

Approve the transfer of \$415.00 to the County Judge's Continuing Education budget to cover attendance to the Texas Department of Emergency Management Conference and amend the budget accordingly. **BECERRA**

Summary:

Additional funds are needed to cover registration, hotel and per diems associated with the Texas Department of Emergency Management Conference.

Fiscal Impact:

Amount Requested: \$415

Line Item Number: 001-600-00.5551

Budget Office:

Budget Amendment Required Y/N?: YES

Comments: Funds are available within the Judge's operating budget.

\$415 - Increase Continuing Education 001-600-00.5551

(\$415) - Decrease Books and Periodicals 001-600-00.5213

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Continuing Education

New Revenue Y/N?: N/A

Comments:



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Tammy Crumley

Sponsor:

Judge Becerra

Agenda Item

Approve Specifications for RFP 2022-P07 Electronic Security Upgrades and authorize Purchasing to solicit for bids and advertise. **BECERRA/T.CRUMLEY**

Summary

Hays County (County) is soliciting for a qualified Electronic Security Contractor (ESC) to submit a proposal to furnish and install a turn-key Electronic Security Systems (ESS) upgrade for the Hays County Government Building and Video Surveillance System (VSS) for the Hays County Historic Courthouse.

Attachments

RFP 2022-P07 Electronic Security Upgrades



SOLICITATION, OFFER AND AWARD

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

Solicitation No.:
RFP 2022-P07 Electronic Security Upgrades

Date Issued: July 7, 2022

SOLICITATION

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

2:00 p.m. local time August 1, 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 RFP must be received in writing no later than 5:00 on July 20, 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

Entity Name:
Mailing Address:

Respondent's Authorized Representative

Name:
Title:
Email Address:
Phone No.:

Signature:

Date:

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

NOTICE OF AWARD (To be completed by County)

Funding Source:

Awarded as to item(s):

Contract Amount:

Vendor:

Term of Contract:

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

Date:

Agenda Item:

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

Hays County Judge

Date

Hays County Clerk

Date

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I. RFP Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

- ___ 1. Solicitation, Offer and Award Form completed and signed, and Proposal
- ___ 2. Attachment A: Cost Proposal
- ___ 3. Vendor Reference Form

Required Forms by Hays County:

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

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

- ___ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to:
Hays County Purchasing, 712 S Stagecoach Trail, Suite 1071, San Marcos, TX 78666

OR

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

II. Summary

- 1. Type of Solicitation:** Request for Proposal (RFP)
- 2. Solicitation Number:** RFP 2022-P07
Electronic Security Upgrades
- 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. Pre-Bid Meeting** **July 18, 2022; 10:00 a.m. Central Time (CT)**
Hays County Government Building
712 S. Stagecoach Trail
San Marcos, TX 78666
- 6. Deadline for Responses:** In issuing office no later than:
August 1, 2022; 2:00 p.m. Central Time (CT)
- 7. Initial Contract Term:** September 2022 – until project completion
Six (6) months substantial completion from Notice to Proceed (NTP)
- 8. Optional Contract Terms:** none
- 9. Bonding Requirements:** Performance & Payment Bonds: 100% of Contract Price within 10 days of award.
- 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 July 20, 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.

12. Addenda

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

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

Anticipated Schedule of Events

July 7, 2022	Issuance of RFP
July 18, 2022	Pre-Bid Meeting (10:00 AM CST)
July 20, 2022	Deadline for Submission of Questions (5:00 PM CT)
August 1, 2022	Deadline for Submission of Proposals (2:00 PM CT) Late proposals will not be accepted.
September 2022	Anticipated contract award date

III. Specifications

A. Introduction

Hays County (County) is soliciting for a qualified Electronic Security Contractor (ESC) to submit a proposal to furnish and install a turn-key Electronic Security Systems (ESS) Upgrade for the Hays County Government Building and Video Surveillance System (VSS) for the Hays County Historic Courthouse.

Independent project requirements will be required for each location but will not have any functional system tie-ins between the two. Both locations shall be bid under this RFP as one project but shall have individual project requirements that are defined within the project design documents. The awarded firm will be responsible for coordinating with the County's Facility Management Department to provide a project milestone schedule for each location.

B. Existing Technology Environment

Existing system network tie-ins that currently exist within the Government Building shall remain for the Building Control functions, while the Detention Control functions shall remain as a "stand-alone" network internal to the Government Building only.

C. Scope of Work

The Electronic Security Contractor (ESC) shall provide a fully engineered, field coordinated and installed Electronic Security Systems (ESS) and Video Surveillance System (VSS) project requirements for the following two Hays County locations:

- *Hays County Historic Courthouse: 111 E. San Antonio St., San Marcos, TX 78666*
Project requires a new, "stand-alone" Video Surveillance System for the Historic Courthouse consisting of indoor dome cameras and outdoor multi-image cameras, camera mounting hardware, Cat. 6 system cabling, Video Management System (consisting of network video recording (NVR) system, NVR software and system workstation) support, maintenance, warranty and training. Work under this scope of work (SOW) includes, but not limited to, all labor, materials, tools, field supervision, review/coordination of existing conditions, etc., necessary for a complete installation to ensure a functional system as required by issued project documents.
- *Hays County Government Building: 712 S. Stagecoach Trail, Ste. 1071, San Marcos, TX 78666*
Project requires electronic security systems upgrade for both the Building Security and Detention Security functions to include replacement of systems "head-end" components, system control workstations, system field devices, system cabling, modifications to area equipment rooms, and main security equipment room, uninterruptible power supply (UPS). Work under this scope of work (SOW) includes, but not limited to, all labor, materials, tools, field supervision, review/coordination of existing conditions, etc., necessary for a complete installation to ensure a functional/integrated control system as required by issued project documents.

The system will include the following: (include system requirements & specifications)

1. Access Control System (ACS)
2. Detention Intercom System (DIS)
3. Video Surveillance System (VSS)
4. Security Management System (PLC & GUI)
5. Network Equipment
6. Uninterruptible Power Supply (UPS)

- Refer to the RFP project documents for technical requirements to execute the scope of this RFP. Those project documents consist of all **Construction Documents Project Manual (Attachment B)** and **Construction Drawings (Attachment C)**

Electronic Security Contractor (ESC) is responsible for the following: see General Conditions (Attachment C) for further explanation, expectations, and processes.

1. Shop Drawings and other submittals are the responsibility of the Vendor.
2. Ordering and procuring all items specified herein.
3. Coordinating power, data and other infrastructure (including any new or replacement blocking/mounting support) requirements with Architect and Owner's Representative. Most locations in the Government Center will be replacing items in place; there are a few new installation locations where new services to the device will be required. All locations in the Historic Courthouse are new and will require extensive coordination in order to meet the requirements of Texas Historic Commission.
4. Coordinating delivery location of materials from factory. Bidder to arrange and pay for climate-controlled warehousing for storing product prior to installation.
5. Staging materials for installation. Do not plan for this to be able to happen on site.
6. Coordinating installation schedule and technicalities with Architect and Owner's Representative. Note: There is no loading dock at the Historic Courthouse, but there is one at the Government Center.
7. Protecting building from damage due to Electronic Security install.
8. Installing Electronic Security where and how indicated in Contract Documents.
9. Run power and data systems in Electronic Security where required.
10. Will be Responsible for cleaning up their messes and hauling their trash off site daily.
11. Ordering and installing incomplete parts and repairing or replacing damaged items.
12. User demonstration & training. All designated Hays County employees shall be fully trained on the new equipment and software.
13. Compiling spare parts and maintenance and warranty manuals.
14. Subcontractors can be hired to perform certain portions of the project; however, the Electronic Security Contractor shall not subcontract any portion of its installation responsibilities without first obtaining express written permission from Hays County. If Hays County consents to such subcontractor(s), the Electronic Security Contractor shall be fully responsible to Hays County for all acts and omissions of the subcontractor(s).
15. The Electronic Security Contractor is responsible for providing a complete and working system as intended. Any item or items missing on information provided to the Electronic Security Contractors does not relieve the Contractor from the responsibility of providing what is required for a complete system.

Product Standards

1. Within the RFP and documents, certain equipment manufacturers are listed. All items are noted what the base option is or any additional options. The Security Contractor may substitute manufacturers in their bid that may be more readily available or cost effective. All substitutions shall meet or exceed the minimum specifications of the products listed and are subject to approval. It is the responsibility of the Security Contractor to prove the substitution meets or exceeds the item specified. Once the proposal is accepted, the Security Contractor shall not be permitted to vary from the equipment proposed without written permission from the Engineer and Hays County.
2. The Security Contractor shall provide at the time of installation the latest available version of all software and equipment. Discontinued software and equipment shall not be accepted. All equipment shall be new. No refurbished/reused equipment shall be accepted.

3. The Security Contractor shall, within his/her proposal identify any item with which they cannot comply or comply by different means, fully explaining this difference. Any item not specifically cited shall be assumed to comply and the Security Contractor shall be strictly held to the performance described in these documents.

Drawings

The Electronic Security Contractor (ESC) shall submit to Engineer on Record (EOR), on behalf of Hays County, for review and approval, pre-installation submittals consisting of engineered shop drawings and product data. Partial submittals shall not be accepted. The ESC shall not be relieved from responsibility for any deviation from the requirements of the project documents by Hays County's approval of pre-installation submittals unless the ESC has specifically informed Hays County in writing of such deviation at the time of submission and Hays County has given written approval to the specific deviation. All work shall be in accordance with approved submittals.

1. The submittals shall illustrate the ESC's clear understanding of the project requirements that shall allow for evaluation of said understanding by Hays County. Anything less shall be deemed "Unacceptable".
2. The ESC shall review the documents with the subcontractors (floor plans, riser, details, etc.) to ensure the scope is accurately and fully understood. The ESC shall bring any discrepancies to the attention of the EOR and Hays County.
3. Should the submittals be rejected by Hays County more than twice as inadequate or not meeting the requirements set forth in this RFP, Hays County may seek a third party to complete the documents and charge the ESC any related fees.
4. Refer to Architect's specification Section 01 33 00 Submittal Procedures and Section 28 05 00 for information on the project submittal process.

Product Data (Attachment B: Section 01 78 23)

1. Equipment schedules listing all system components, the manufacturer, exact model number and quantity of each.
2. Manufacturer's literature sheets for all system components as well as any warranty information. Indicate on the sheet the unit to be provided if multiple items are shown.

Warranty (Attachment B: Section 01 78 36)

1. The Security Contractor shall warrant the equipment, installation and programming, with the exception of the items supplied by others, for a period of one year following the date of final acceptance of the entire system by Hays County. Obtain an official sign-off or acceptance of the Work prior to establishing the start of the warranty.
2. Preventative maintenance shall be performed during the one-year warranty period and shall include, but not be limited to, a semi-annual maintenance check of all system components, which shall include cleaning, adjustments and necessary repairs.
3. The Security Contractor shall provide written notice to the Building Maintenance Director documenting any work performed during the one-year warranty period. Loaner equipment shall be provided for any equipment supplied by the Security Contractor not field repairable.
4. The Security Contractor shall include one year of software support updates for the SMS and CCTV system at the highest level available.
5. Repair or replacement service during the warranty period shall be performed 8-hours a day (normal work hours), five days a week, with a four-hour response time. **All required high lifts shall be included for the warranty.**

Maintenance and Software Support

Provide a price for maintenance and software support for years 2 through 4 with escalation as required.

The maintenance shall comply with the requirements detailed in the warranty section above.

Substantial Completion

Substantial completion (Section 01 77 00) is the stage in the progress of Work when the Work or designated portion thereof is sufficiently complete in accordance with Contract Documents so Owner can occupy or utilize Work for its intended use. **Substantial completion will be six (6) months from issue of Notice to Proceed (NTP).**

1. Work will not be considered for Substantial Completion until all systems and equipment are operational; all designated or required governing agency inspections and certifications have been made and posted, instruction of designated Owner's personnel in operation of systems and equipment has been completed and operation and maintenance data has been satisfactorily turned over to Owner. In general, the only remaining Work shall be minor in nature, such that Owner may occupy or utilize Work or designated portion thereof, and completion or correction of Work by Contractor would not materially interfere with or hamper Owner's intended business use or operation.
2. Contractor shall certify that all remaining Work will be completed within 30 consecutive calendar days following date of Substantial Completion, or as agreed to in writing, and failure to do so shall automatically reinstate provisions for damages due Owner as contained elsewhere in Contract Document or as provided by law for such period of time as may be required by Contractor to fully complete Work whether Owner has occupied Work or not.

D. Qualifications

To be eligible to respond to this RFP, the proposing contractor 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 RFP, as well as Attachment B, to institutions similar in size and complexity to Hays County.

- The CONTRACTOR shall have a minimum of seven (7) years' experience in the fabrication, assembly and installation systems of greater or equal magnitude and quality as that being specified herein. This experience relates to the office performing the work and not the company on a national basis.
- By submitting a bid, the CONTRACTOR certifies that they are a factory authorized dealer/distributor of product quoted and is qualified and equipped to offer in-house service, maintenance, technical training assistance, and warranty services, including availability of spare parts and replacements units.
- CONTRACTOR must have on-staff CCIE certified engineers for routing/switching and voice to provide any network support during installation that may cause outages to the Hays County Network. Names and certification numbers of employed CCIE's must be provided to the County as art of the proposal.
- CONTRACTOR shall supply information attesting to the fact that their installation and service technicians are competent factory trained and certified personnel capable of maintaining the system and providing reasonable service time.
- CONTRACTOR must demonstrate at least three (3) prior successful installation with in the last five (5) years with similar scope to this project and include these details as part of your proposal. Evidence must include the entity, supervisor contact information, length of the project and project description.
- CONTRACTOR must be legally licensed under applicable laws in the State of Texas. Any and all work shall be in accordance with all applicable national, state, and local codes, including but not limited to the codes listed in Attachment B: Construction Documents Project Manual, Section 01 42 19.

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

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

- Have adequate financial resources, or the above ability to obtain such resources as required
- 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

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

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

E. Cost Proposal (Attachment A)

Fill out Attachment A and return as your Cost Proposal. It should be included in your proposal and not as a separate document. **Any proposal that does not include Attachment A will be deemed non-responsive.** It is the intent of this RFP and Cost Proposal to provide the County with a fully installed and operational security system. Any item not specifically shown on the drawings or outlined in this RFP but inferred or required to provide a fully functional system as outlined shall be considered as included in the contract. This shall hold true whether identified on the drawings or the specifications.

- The proposal must include all costs that are necessary to successful completion of the project: materials, labor, permits, lifts, supervision, training, programming, warranties, freight, and all project requirements as specified in the contract documents.
- Quantities indicated in Attachment A are for bidding purposes only. If actual work requires more or fewer quantities than those quantities indicated, the provided quantities will be required at the unit sum/prices contracted.
- Measurement of Quantities:
 - Measurement of Area: measured by square dimension using mean length and width or radius.
 - Linear measurement: measured by linear dimension, at item centerline or mean chord.
 - Stipulated Sum/Price Measurement: Items measured by area or linear means or combination, as appropriate, as a completed item or unit of work.
- Final payment for work governed by unit prices will be made on basis of approved measurements and quantities, multiplied by unit sum/price for work which is incorporated in or made necessary by the work.
- The lowest/best price will not be used as the sole basis for entering into this contract; rather, an award will be made to the company providing the best value, cost and other factors considered.
- The project is tax free. Documentation shall be submitted after award.
- Contractors offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations in Section Two and must be submitted with their

proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

F. Bonding Requirements

The Contractor shall provide evidence satisfactory to OWNER of bonding capacity in the total estimated maximum amount of the CMR Contract in the Proposal.

The Contractor shall deliver payment and performance bonds to OWNER within ten (10) days of execution of the Contractor's Guaranteed Maximum Price proposal ("GMP"). The bonds will be in accordance with the provisions of Chapter 2253, Texas Government Code. The bonds shall be in the amount equal to the value the construction. The bonds shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the OWNER. The surety or sureties must have a rating of B+ or higher as registered with the A.M. Best Company Bond Rating Service. If any bond is for more than ten (10) percent of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusted to do business in the State. A reinsurer may not reinsure for more than ten (10) percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within thirty (30) days after such loss furnish a replacement bond at no added cost to the OWNER.

Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond. Each bond with a penal sum in excess of \$100,000 shall be executed by a corporate surety or sureties listed on the then-current version of U.S. Treasury Department circular 570 and which hold a certificate of authority from the U.S. Secretary of the Treasury as a surety, or obtain reinsurance from a reinsurer authorized as a reinsurer in Texas and which is listed on the then-current U.S. Treasury Department circular 570 and holds a certificate of authority from the U.S. Secretary of the Treasury as a surety or reinsurer.

G. Proposal Requirements

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and the understanding of the County's Needs.

Proposals shall include the following:

- **Front and rear covers**, not included in the 25-page count
- **Letter of Transmittal**: RFP Subject Line, name of Vendor, address, telephone number, name of contact person, and signed by the individual authorized to negotiate for and contractually bind the company. (Not included in the 25-page count)
- **Table of Contents**, not included in the 25-page count
- **Profile/Experience of the Company**
 - Company information shall include: Company legal name of the Bidder, principal place of business, number of years in business, and description of company organization including identification of number of staff dedicated to the project.
 - Experience of the Company and prior work performance on three (3) projects of similar size and scope that have been completed in the last five (5) years.
 - List of any criminal charges, civil lawsuits, or dispute resolutions to which the Company is a part in the past five (5) years and the nature of the issue. Indicating if and how it was resolved.

- Related recent experience in managing federally funded local projects.
- **Key Personnel**
 - Provide resumes of all employees who may be assigned to provide services if your company is selected.
 - Provide an organizational chart containing the names, telephone numbers and email address of the prime providers and any sub-providers that would be proposed for the team and their contract responsibilities by work category.
- **Capacity to Perform**
 - Describe the capacity to perform the Scope of Work activities.
 - Provide a description of your proposed approach/strategy to provide and perform the objectives, specific elements, and tasks associated with services.
 - Quality Assurance Plan
 - Implementation Schedule
- **Cost Proposal (Attachment A)**
- **Proposed Project Schedule**
- **Quality Assurance, Indoor Air Quality Management Plan, & Control Plan**
- **Appendix materials (any required forms, see RFP Submittal Checklist, and addenda from Hays County), not included in 25-page count**

Proposal Page limit is 25 front and back, 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 proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted.

H. Evaluation Criteria

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

- | | |
|---|------------------|
| 1. Program cost proposal | 40 points |
| Cost effectiveness and ability to complete the work within acceptable time periods, training, warranty, customer support, and maintenance | |
| 2. Capacity to Perform | 30 points |
| Proposed work plan, and approach/methodology to implementing the hardware and completing the contract. | |
| 3. Experience of the Company | 30 points |
| References from current or former clients, company history with biographies and/or resumes for principal contacts, and company certifications | |

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. Interviews will be ranked after the 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.

I. Submittal Requirements

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

LATE SUBMITTALS WILL NOT BE ACCEPTED.

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

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

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

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

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

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

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

J. State of Texas federally approved DBE program

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

K. Small, Minority and Women Business Enterprises

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

1. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce,
6. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit statement of qualifications.

L. Limitations

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

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

Contractor or Individual's Obligation Regarding Evaluation

- a. **SUBMISSION OF INFORMATION.** Submitters are cautioned that it is each contractor and or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific proposal.

- b. SUBMITTER REVIEW OF RFP. Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

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

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

1. waive any defect, irregularity, or informality in any submission or RFP procedure;
2. extend the RFP closing time and date;
3. reissue this RFP in a different form or context;
4. procure any item by other allowable means;
5. revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the County will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
6. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
7. require additional information from a contractor concerning contents of its RFP submittal and/or require additional evidence of qualifications;
8. waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFP;
9. extend any contract when most advantageous to the County, as set forth in this RFP.
10. appoint an evaluation committee to review RFP submittals or responses, make recommendations and seek the assistance of outside technical experts in RFP submittal evaluation;
11. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
12. disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act; AND/OR
13. exercise any other right reserved or afforded to Hays County under this RFP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

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

M. Warranty of Performance

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

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case,

corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

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

LIQUIDATED DAMAGES FOR DELAYS: If the work is not substantially complete **six months from notice to proceed (NTP)** 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 \$100 (one 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 City/County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the City/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.

IV. General Terms and Conditions for Solicitations

Applicable To: Request for Proposals (RFP)

1. GENERAL DEFINITIONS:

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

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

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

4. INVOICING/PAYMENTS:

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

County Auditor
712 S Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

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

12. CHANGES:

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

13. REPRESENTATIONS:

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

14. SUBCONTRACTS:

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

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

15. ASSIGNMENT:

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

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

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

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

19. NON-WAIVER OF DEFAULT:

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

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

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

25. FORFEITURE OF CONTRACT:

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

26. CONTRACTOR CLAIMS NOTIFICATION:

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

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

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

29. CONSTRUCTION OF CONTRACT:

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.

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

30. ADDITIONAL GENERAL PROVISIONS:

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

31. INTERPRETATION OF CONTRACT:

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

- e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:

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

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

- 34. INSURANCE AND LIABILITY:** During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
- a. Name County as additional insured as its interests may appear.
 - b. Provide County a waiver of subrogation.
 - c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
 - d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
 - e. 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	\$1,000,000.00

Excess Liability:

Umbrella Form	Not Required
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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 have any questions, please 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: 10px;"></div>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	<div style="border: 1px solid black; height: 100px; margin-top: 10px;"></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; text-align: center; padding-top: 10px;"> _____ Name of Officer </div>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <div style="border: 1px solid black; height: 200px; margin-top: 10px; padding: 10px;"> <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> </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: 100px; 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: 60%;"> _____ Signature of vendor doing business with the governmental entity </div> <div style="width: 35%;"> _____ Date </div> </div>		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

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

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

Signature of Company Representative

Date

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

NOTARY SEAL

Notary Public in and for the State of Texas

(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

IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

STATE OF _____ §

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. 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.

XV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

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

Hays Employee/Former Hays Employee Name	Title

Name of Person Related	Title	Relationship

Section D: No Known Relationships

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

Attach additional pages if necessary.

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

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

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

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

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

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

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



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Agenda Item

Approve specifications for IFB 2022-B17 Elder Hill Road - Raised Profile Striping and authorize Purchasing to solicit for bids and advertise. **SMITH/BORCHERDING**

Summary

Hays County (County) is issuing this Invitation for Bid (IFB) to solicit bids to Reflective Raised Profile Strip Elder Hill Road.

Attachments

IFB 2022-B17 Elder Hill Road - Raised Profile Striping

Attachment A - IFB 2022-B17 Bid Form

Attachment B - IFB 2022-B17 General Location Map



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2022-B17
Elder Hill Road – Raised Profile Striping

Date Issued: July 7, 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 August 1, 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 July 20, 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-B17
Elder Hill Road – Raised Profile Striping
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:
August 1, 2022, 12:00 p.m. Central Time (CT)
6. **Pre-Bid Meeting:** **July 15, 2022, at 1:30 PM (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:** August 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 July 20, 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

July 7, 2022	Issuance of IFB
July 15, 2022	Pre-Bid Meeting @ 1:30 PM (CT)
July 20, 2022	Deadline for Submission of Questions (5:00 PM CT)
August 1, 2022	Deadline for Submission of Proposals (12:00 PM CT) Late bids will not be accepted.
August 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 Reflective Raised Profile Strip Elder Hill Road.

B. Scope of Work

Special Specification:

- Specification Item 666, 668, and 678 of the Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges shall govern this project.

Striping Layout and Prep:

- Contractor will be responsible for the striping layout and pavement preparation under the direction of a Hays County Representative.

Striping Operations:

- Elder Hill Road will be striped with Reflective Raised Profile Markings Type 1 with a double yellow centerline, both white edges, and turn lanes as directed by a Hays County Representative.

Post-Striping Cleanup:

- All post-striping 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.

Scheduling:

- All striping operations shall be scheduled through the Hays County Transportation Department in coordination with the completion of the Elder Hill overlay project.

All named roadways shall be completed no later than:

- September 25, 2022

Notification:

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

Striping Worksites: Bid according to bid sheet instructions:

1. Elder Hill Striping- double centerline, edges, and turn lanes:
 - a. Refl Raised Profile Pav MRK TY 1 (4" yellow) solid – 51,600'
 - b. Refl Raised Profile Pav MRK TY 1 (4" white) solid – 47,000'
 - c. Refl Pav MRK TY 1 (24" white) stop bars – 30'
 - d. Refl Pav MRK TY 1 (8" white) solid - 900'
 - e. Refl Pav MRK TY 1 (8" YELLOW) solid- 1000'

- f. Refl Pav MRK TY 1 (4" WHITE) broken- 750'
 - g. Refl Pav MRK TY 1 WORD ("ONLY" white) – 6
 - h. Refl Pav MRK TY 1 (LEFT/RIGHT ARROW white) – 6
2. Contractor to Txdot Specification Item 666, 668, & 678
3. Reference Attachment B: IFB 2022-B17 General Location Map (locations are estimated /actual locations will be determined by a Hays County Representative.

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-B17 Bid Form.

Per Square Yard Bid for project:

- Pricing per foot and unit should include a turn-key install and include all cost of the project.
- Submit bid pricing as cost per foot and unit of all locations combined.
- Award will be based on qualifications and total linear footage and units on all projects combined based on estimated linear footage and units. Contract payment will be made by linear footage and units completed. Price per foot and unit to be used if footage and units are increased due to miscalculations or if additional work is requested at or near site. Estimated linear footage and units shown are for bid purposes only.

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 linear footage and unit, 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, and
- 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), and
- 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> <p style="text-align: center;">_____</p> <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> <div style="border: 1px solid black; height: 150px; 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> <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>		
<p>_____ Signature of vendor doing business with the governmental entity</p>		<p>_____ Date</p>

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-B17 BID FORM
ELDER HILL ROAD – RAISED PROFILE STRIPING**

All Projects are TXDOT Specification 666, 668, & 678 ReflectORIZED Pavement Markings.

Per Foot and Unit Bid for project:

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

Per foot includes Raised Profile Striping and Turn Lanes

Elder Hill	Price per foot	Estimated Linear footage*	Total Job Cost
Refl Raised Profile Pav MRK TY 1 (4" yellow) SOLID	\$	51,600'	\$
Refl Raised Profile Pav MRK TY 1 (4" white) SOLID	\$	47,000'	\$
Refl Pav MRK TY 1 (24" white) STOP BARS	\$	30'	\$
Refl Pav MRK TY 1 (8" white) SOLID	\$	900'	\$
Refl Pav MRK TY 1 (8" YELLOW) SOLID	\$	1,000'	\$
Refl Pav MRK TY 1 (4" WHITE) BROKEN	\$	750'	\$
Total Bid of Job			\$

Per unit Bid includes Turn Arrows and Word Only

Elder Hill Turn Lanes	Price per unit	Estimated number of units*	Total Job Cost
Refl Pav MRK TY 1 WORD ("ONLY" white)	\$	6	\$
Refl Pav MRK TY 1 (LEFT/RIGHT ARROW white)	\$	6	\$
Total Bid of Job			\$

Total Amount of entire bid:

\$

Total amount of entire bid (written out):

*Award will be based on qualifications and total linear footage and units on all projects combined based on estimated linear footage and units. Contract payment will be made by linear footage and units completed. Price per foot and unit to be used if footage and units are increased due to miscalculations or if additional work is requested at or near site. Estimated linear footage and units 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)

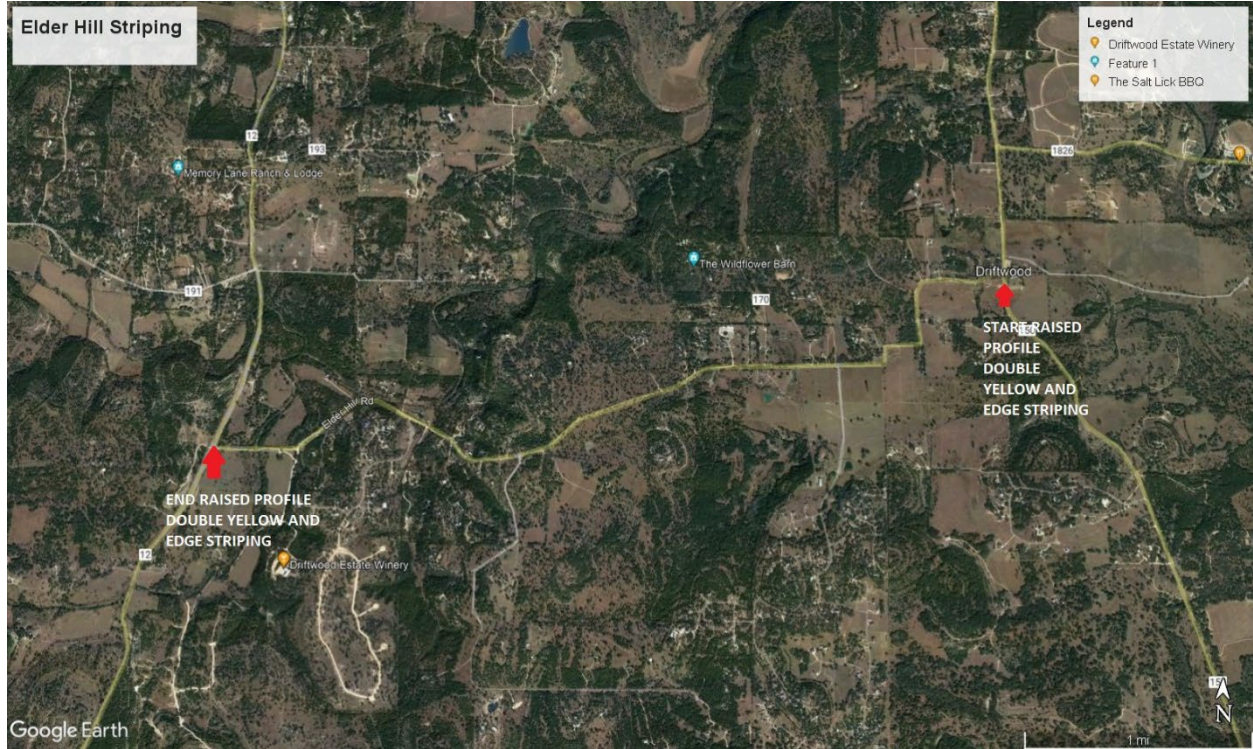
(Printed name and title of signer)

(Date)

Attachment B – IFB 2022-B17

General Location Map

Elder Hill Striping:



La Ventana Turn Lane:



Tuscany Drive Turn Lane:





AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By: Jerry Borcharding
Sponsor: Commissioner Ingalsbe

Agenda Item

Approve specifications for IFB 2022-B15 Francis Harris Lane - Low Water Crossing and authorize Purchasing to solicit for bids and advertise. **INGALSBE/BORCHERDING**

Summary

Hays County (County) is issuing this Invitation for Bid (IFB) for the construction improvements of the low water crossing at Francis Harris Lane over York Creek.

Attachments

IFB 2022-B15 Francis Harris Lane - Low Water Crossing



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2020-B15
Francis Harris Lane – Low Water Crossing

Date Issued: July 7, 2022

SOLICITATION

Respondents must submit proposals as listed: two (2) originals and one (1) digital copy on a thumb drive
Proposals will be received at the Hays County Purchasing Office at the address shown above until:

11:00 a.m. local time August 1, 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 RFP must be
received in writing no later than 5:00
on July 20, 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. 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 Schedule Rates and Prices: Attachment A
- ____ 3. Mandatory Bid Form: Appendix C
- ____ 4. Vendor Reference Form
- ____ 5. 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. Federal Affirmation and Solicitation Acceptance
- ____ 9. Related Party Disclosure Form
- ____ 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 Department (address below) or
- ____ 2. One original of the proposal and a digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:

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

II. Summary

- 1. Type of Solicitation:** Invitation for Bid (IFB)
- 2. Solicitation Number:** IFB 2022-B15
Francis Harris Lane – Low Water Crossing
- 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:
August 1, 2022; 11:00 a.m. Central Time (CT)
- 6. Pre-Bid Meeting:** **Recommended**
July 15, 2022; 9:00 AM Central Time (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 Bond: 100% of Contract Price within 10 days of contract award.
- 8. Initial Contract Term:** **120 calendar days from notice to proceed (NTP)**
- 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 July 20, 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 after the question deadline has passed. All addenda will be posted on CivicPlus, BidNet Direct and ESBD websites.

12. Addenda

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

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

Anticipated Schedule of Events

July 7, 2022	Issuance of IFB
July 15, 2022	Pre-Bid Meeting (9:00 AM CT)
July 20, 2022	Deadline for Submission of Questions (5:00 PM CT)
August 1, 2022	Deadline for Submission of Bids (11:00 AM CT) Late bids will not be accepted.
August 2022	Anticipated contract award date

III. Specifications

A. Introduction

Hays County (County) is issuing this Invitation for Bid (IFB) for the construction improvements of the low water crossing at Francis Harris Lane over York Creek.

B. Scope of Work

The proposed project will improve the existing low water crossing at Francis Harris Lane over York Creek, replacing the existing two 15-inch diameter corrugated metal pipes with five 8-foot x 4-foot boxes. The project includes new safety guard rails and streambank stabilization. The existing roadway width of approximately 24-feet will be widened to 32-feet and will improve approximately 365 feet of roadway. The project also includes approximately 212 linear feet of guard rail installation along the pavement edge for traffic protection. Drainage improvements include new culvert and slope protection. Upon completion of the project all disturbed areas shall be revegetated. The improvements will significantly reduce overtopping of the road and lower the flooding elevation upstream of the crossing.

The following attachments/appendices to this IFB provide specific detail regarding this project and should be thoroughly reviewed prior to bid submittal:

Attachment A: Schedule Rates and Prices (mandatory)

Attachment B: Construction Plans

Appendix A: Technical Specifications

Appendix B: Standard Form of Contract

Appendix C: Bid Form (mandatory)

SUBSTANTIAL COMPLETION: Project shall be substantially complete no later than **120 calendar days of notice to proceed (NTP)**. The successful bidder shall ensure the following items have been completed, inspected and approved prior to request for substantial completion:

1. Structures and drainage channels have been completed and inspected.
2. Repairs have been completed to all damaged pavements; all pavement installations have been completed.
3. All topsoil, seeding, sodding, and mulching of disturbed areas has been installed.
4. General cleanup has been completed, pavement markings and signage installed.

C. Specifications (Appendix A)

Texas Department of Transportation: **Governing Specifications**

(standard specifications, special provisions, and special specifications)

Where discrepancies occur between the technical specifications, the following Descending order of priority shall govern: (1) special conditions, (2) special Provisions to special specifications, (3) special specifications, (4) special Provisions, and (5) standard specifications.

All specifications and special provisions applicable to this project are identified in Appendix A.

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 Schedule Rates and Prices (Attachment A) & Bid Form (Appendix C)

Respondent must provide its total bid amount by completing the mandatory Schedule Rates and Prices form included as Attachment A: Schedule Rates and Prices, as well as the mandatory Bid Form included as Appendix C.

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

ESTIMATED QUANTITIES: 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

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

Mailed or Dropped off Proposals:

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

Electronic Proposals:

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

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.

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

FORMS: All 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 for named project to a bidder on the basis of total low bid and/or the best value for the County. Bidders must bid on all items in order to be considered responsive. The County reserves the right to accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County.

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

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

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

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

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 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.

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.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the

duties under the solicitation. Any contract executed as a result of this IFB shall be governed by the laws of the State of Texas.

LIQUIDATED DAMAGES FOR DELAYS: If the work is not substantially complete **120 calendar days from notice to proceed (NTP)** 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 \$610 (six hundred-ten 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 City/County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the City/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.

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. "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- i. "Purchasing Manager" means the Hays County Purchasing Manager.
- j. "Sub-contractor" means a person or firm doing business with a Contractor.

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

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

4. INVOICING/PAYMENTS:

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

San Marcos, Texas 78666

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

12. CHANGES:

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

13. REPRESENTATIONS:

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

14. SUBCONTRACTS:

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

15. ASSIGNMENT:

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

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

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

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

19. NON-WAIVER OF DEFAULT:

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

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

action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

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

contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

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

26. CONTRACTOR CLAIMS NOTIFICATION:

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

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

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

29. CONSTRUCTION OF CONTRACT:

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

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

30. ADDITIONAL GENERAL PROVISIONS:

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

31. INTERPRETATION OF CONTRACT:

- a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
- b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
 - i. The Schedule of Items/Services
 - ii. Terms and Conditions of Request for 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 and submitted forty-five (45) days prior to contract renewal date.

- 34. INSURANCE AND LIABILITY:** During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
- a. Name County as additional insured as its interests may appear.
 - b. Provide County a waiver of subrogation.
 - c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
 - d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
 - e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	\$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

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 have any questions, please 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: 10px;"></div>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</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="border-bottom: 1px solid black; text-align: center; margin-top: 10px; width: 80%; margin-left: auto; margin-right: auto;"> Name of Officer </div>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <div style="padding: 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: 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> </div>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p>		
<div style="border-bottom: 1px solid black; width: 100%; margin-top: 10px;"></div> Signature of vendor doing business with the governmental entity		<div style="border-bottom: 1px solid black; width: 100%; margin-top: 10px;"></div> Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

Signature of Company Representative

Date

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

NOTARY SEAL

Notary Public in and for the State of Texas

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

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 _____ §

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

- 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

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 regulations implementing Executive Order 12549, 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. **Wages**

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate 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.

5. **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.

6. 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.

7. 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. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- h. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

8. 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.).

9. 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.

XV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

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

Hays Employee/Former Hays Employee Name	Title

Name of Person Related	Title	Relationship

Section D: No Known Relationships

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

Attach additional pages if necessary.

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

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

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

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

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

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

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

Appendix A – IFB 2022-B15

Francis Harris Lane – Low Water Crossing

SPECIFICATION LIST

Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges Adopted November 1, 2014. For complete details of each item listed below visit the Texas Department of Transportation website: <https://www.txdot.gov/business/resources/txdot-specifications.html>

(txdot.gov > business > resources > standard TxDOT specifications for Construction and Maintenance of Highways, Streets and Bridges)

STANDARD SPECIFICATIONS

100 ITEMS	EARTHWORK AND LANDSCAPE
Item 100	Preparing Right of Way
104	Removing Concrete
105	Removing Treated and Untreated Base and Asphalt Pavement
110	Excavation
132	Embankment
160	Topsoil
164	Seeding for Erosion Control
168	Vegetative Watering
169	Soil Retention Blankets
200 ITEMS	SUBGRADE TREATMENTS AND BASE
Item 247	Flexible Base
260	Lime Treatment (Road-Mixed)
300 ITEMS	SURFACE COURSES AND PAVEMENTS
Item 310	Prime Coat
341	Dense-Graded Hot-Mix Asphalt
360	Concrete Pavement
400 ITEMS	STRUCTURES
Item 400	Excavation and Backfill for Structures
403	Temporary Special Shoring
432	Riprap
450	Railing
460	Corrugated Metal Pipe
462	Concrete Box Culverts and Drains
466	Headwalls and Wingwalls
467	Safety End Treatment
496	Removing Structures
500 ITEMS	MISCELLANEOUS CONSTRUCTION
Item 500	Mobilization
502	Barricades, Signs, and Traffic Handling
506	Temporary Erosion, Sedimentation, and Environmental Controls
530	Intersections, Driveways, and Turnouts
540	Metal Beam Guard Fence
544	Guardrail End Treatments
552	Wire Fence
600 ITEMS	LIGHTING, SIGNING, MARKINGS, AND SIGNALS
Item 636	Signs
644	Small Roadside Sign Assemblies
658	Delineator and Object Marker Assemblies
666	Retroreflectorized Pavement Markings
672	Raised Pavement Markers
700 ITEMS	MAINTENANCE

Item 752 Tree and Brush Removal

SPECIAL SPECIFICATIONS

Item SS6001 Portable Changeable Message Sign

Appendix B
STANDARD FORM OF CONTRACT
Hays County, Texas

STATE OF TEXAS

HAYS COUNTY

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

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

Article 1. Work

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

Project No. **IFB 2022-B15 – Francis Harris Lane – Low Water Crossing**
(Project Name)

Article 2. Engineer of Record

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

Article 3. Contract Time

The Work shall be Substantially Completed by **120 calendar days from notice to proceed (NTP)** (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

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

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

TOTAL OF ALL UNIT PRICES: (bid total) \$ _____
(Written out bid total)

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

Article 5. Contractor's Representations

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

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

- 5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which has been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.
- 5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of Work.
- 5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.
- 5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing to conduct business in the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Contract, and the individual executing the Contract on behalf of the Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has necessary partnership power and has secured all necessary approvals to execute and deliver this Contract and perform all its obligations under the Contract Documents; and the individual executing this Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 5.9 Neither the execution and delivery of this Contract by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or bylaws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court of governmental instrumentality relating to Contractor.
- 5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions

explicitly set forth in the Contract Documents, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of the Contract. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Hays County, or anyone claiming through or under Contractor by reason of the execution or performance of this Contract.

Article 6. Contract Documents

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

- 6.1 This Standard Form of Contract
- 6.2 Performance Bond
- 6.3 Payment Bond
- 6.4 Maintenance Bond
- 6.5 Certificate of Insurance
- 6.6 Wage Rates
- 6.7 Standard Specifications
- 6.8 Special Provisions
- 6.9 Special Conditions
- 6.10 Technical Specifications
- 6.11 Plan Drawings
- 6.12 Addendum numbers _____ to _____, inclusive
- 6.13 Contractor's Bid Form
- 6.14 Documentation submitted by Contractor prior to Notice of Award
- 6.15 The following which may be delivered or issued after the Effective Date of the Contract and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the Standard Specifications.

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

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

Article 7. Miscellaneous

- 7.1 Terms used in this contract which are defined in the Standard Specifications will have the meanings included in the Standard Specifications.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention if the stricken position.
- 7.5 Each Party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connections with this Contract shall lie exclusively in Hays County, Texas. Furthermore, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however its choice of law rules.
- 7.6 The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training including apprenticeship.
- 7.7 This Contract is for the sole and exclusive benefit of the parties hereto, and nothing in this Contract, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- 7.8 Each party to this Contract acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.
- 7.9 Each party to the Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

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

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

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

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

COUNTY _____ CONTRACTOR _____

By: _____ By: _____

Printed Name: Rueben Becerra, Printed Name: _____

Title: Hays County Judge Title: _____

(CORPORATE SEAL)

Attest: _____
Dr. Elaine H. Cardenas, County Clerk

Attest: _____

Appendix C

BID FORM

PROJECT IDENTIFICATION

Project No. IFB 2022-B15

THIS BID IS SUBMITTED TO:

Electronically: BidNet Direct: www.bidnetdirect.com//hayscounty

Manually:

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

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

All Bids will be considered non-responsive if the following forms are not signed and submitted with the Bid.

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

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

BIDDER will complete the work in accordance with the Contract Documents and the accompanying Schedule of Rates and Prices and will pay not less than the Prevailing Wage Rates for Hays County, Texas. **The work will be substantially completed by 120 calendar days from notice to proceed (NTP).**

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

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

SUBMITTED ON _____, 20____.

State Contractor License Number _____

IF BIDDER is:

An Individual

By _____ (SEAL)

(Individual's Name)

(Signature)

doing business as _____

Business address: _____

Phone Number: _____ Fax Number: _____

Email: _____

A Partnership

By _____ (SEAL)

(Firm Name)

(General Partner)

(Signature)

Business address:

Phone Number: _____ Fax Number: _____

Email: _____

A Corporation

By _____ (SEAL)
(Corporate Name)

(State of Incorporation)

By _____ (SEAL)
(Name of Person Authorized to Sign)

(Signature)

(Corporate Seal)

Attest: _____
(Secretary)

Business Address

Phone Number: _____ Fax Number: _____

Email: _____

Date of Qualification to Do Business is _____

A Joint Venture

By _____ (Name) _____ (SEAL)

(Address)

(Signature)

By _____ (Name) _____ (SEAL)

(Address)

(Signature)

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

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



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 4-way stop locations on Mathias Lane at the two western-most entrances for the Trails at Windy Hill subdivision: at the intersection with Texas Ash Drive and at the intersection with Spider Lily Drive. **INGALSBE/BORCHERDING**

Summary

In response to concerns of local residents, there is a need to establish 4-way stop locations on Mathias Lane at the two entrances of the Trails at Windy Hill subdivision for safety (see included map).

Attachments

Mathias Lane map

Mathias Lane - 4 way stop locations

- > at Texas Ash Drive
- > at Spider Lily Drive

Legend





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 High Road at the intersection with Goforth Road. **INGALSBE/BORCHERDING**

Summary

In response to concerns of local residents, there is a need to establish a 3-way stop location on High Road at the intersection with Goforth Road for safety.

Attachments

High Rd map

High Road @ Goforth Road

3 way stop location.

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 extensions from DNT Construction until December 31, 2022: Sunfield subdivision: Phase 2, Section 8 - bond #1060750 in the amount of \$188,961.00, Phase 2, Section 11 - bond #1060751 in the amount of \$231,755.60, Phase 3, Section 2 - bond #PB03016800273M in the amount of \$32,600.00, Phase 3, Section 4 - bond #PB03016800240M in the amount of \$22,000.00, Phase 3 "Roadway Extension" - bond #PB03016800210 in the amount of \$30,350.00. **JONES/BORCHERDING**

Summary

The completion of construction of the roads and drainage improvements within the County ROW for sections within Sunfield subd. has been delayed and the contractor is requesting more time to complete. This bond extends the duration of the maintenance bonds until December 31, 2022.

Attachments

Maintenance Bond Extensions (Sunfield subd.)

Bond Rider

Hays County, Texas
712 S. Stagecoach Trail
San Marcos, TX 78666

To be attached to and form part of **Bond Number** 1060750

DNT Construction, LLC

issued to _____

Hays County, Texas

in favor of _____

described as Sunfield Phase Two Section Eight (2-8) - Streets and Drainage

Effective date of Rider 5/25/2022

\$ 188,961.00

The Principal and Surety hereby consent to changing the referenced bond as described below:

☐ Address changed to

☒ Bond term changed to

☐ Name changed to


☐ Bond penalty changed to

☐ Other change

Warranty extended for 6 months to December 31, 2022

Said bond shall be subject to all its terms, conditions and limitations, except as herein modified.

In witness whereof, The Hanover Insurance Company has caused this instrument
to be signed by its duly authorized Attorney-in-Fact this 25th day of May, 2022.

By: 
Jeremy Farque, Attorney In Fact

Distribution copy to:

DNT Construction, LLC
2300 Picadilly Drive
Round Rock, TX 78664

Whorton Insurance Services
11200 Jollyville Rd.
Austin, TX 78759

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Tom Mulanax, David Whorton, Michael Whorton, Jim Whorton, Noe Moreno, Rachel Martinez,
Pollyanna Lengel and/or Jeremy Farque**

Of Whorton Insurance Services of Austin, Texas each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

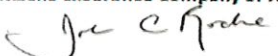
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

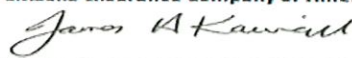
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 31st day of May, 2017.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


John C. Roche, EVP and President

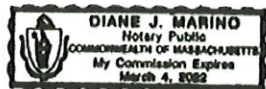


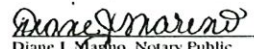
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 31st day of May, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

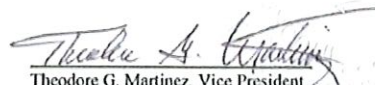



Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 25th day of May, 2022

CERTIFIED COPY


Theodore G. Martinez, Vice President

Bond Rider

Hays County, Texas
712 S. Stagecoach Trail
San Marcos, TX 78666

To be attached to and form part of **Bond Number** 1060751

DNT Construction, LLC

issued to _____

Hays County, Texas

in favor of _____

described as Sunfield Phase Two Section Eleven (2-11) Streets and Drainage

Effective date of Rider 5/25/2022

\$ 231,755.60

The Principal and Surety hereby consent to changing the referenced bond as described below:

☐ Address changed to

☒ Bond term changed to

☐ Name changed to

☐ Bond penalty changed to

☐ Other change

Warranty extended to the date of December 31, 2022

Said bond shall be subject to all its terms, conditions and limitations, except as herein modified.

In witness whereof, The Hanover Insurance Company has caused this instrument
to be signed by its duly authorized Attorney-in-Fact this 25th day of May, 2022.

By: 
Jeremy Farque, Attorney In Fact

Distribution copy to:

DNT Construction, LLC
2300 Picadilly Drive
Round Rock, TX 78664

Whorton Insurance Services
11200 Jollyville Rd.
Austin, TX 78759



**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Tom Mulanax, David Whorton, Michael Whorton, Jim Whorton, Noe Moreno, Rachel Martinez,
Pollyanna Lengel and/or Jeremy Farque**

Of Whorton Insurance Services of Austin, Texas each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

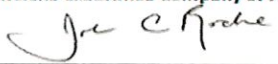
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

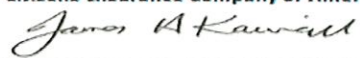
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 31st day of May, 2017.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


John C. Roche, EVP and President



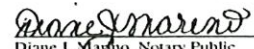
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 31st day of May, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

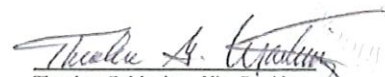



Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 25th day of May, 2022

CERTIFIED COPY


Theodore G. Martinez, Vice President

Philadelphia Indemnity Insurance Company

Endorsement (Rider)

It is hereby understood and agreed that Bond No.: PB03016800273M

Principal: DNT Construction, LLC

Obligee: Hays County, TX

In that the Surety is changing this bond effective May 25, 2022
in the following manner:

The Maintenance Bond expiration date is being extended to the date of: December 31, 2022

Sunfield Phase 3 Section 2 Utilities and Pavement Improvements

\$ 32,600.00

All terms and conditions of said bond, except as above changed, to remain the same.

Signed and sealed this 25th day of May, 20 22.

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)



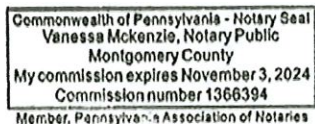
John Glomb

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 25th day of May, 2022.



Edward Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



Philadelphia Indemnity Insurance Company

Endorsement (Rider)

It is hereby understood and agreed that Bond No.: PB03016800240M

Principal: DNT Construction, LLC

Obligee: Hays County, TX

In that the Surety is changing this bond effective May 25, 2022
in the following manner:

The Maintenance Bond expiration date is being extended to the date of: December 31, 2022


Sunfield Phase 3 Section 4 Utilities and Pavement Improvements

\$ 22,000.00

All terms and conditions of said bond, except as above changed, to remain the same.

Signed and sealed this 25th 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.

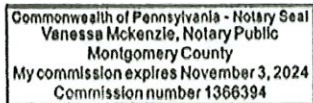
(Seal)



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:



Member, Pennsylvania Association of Notaries

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 25th day of May, 2022.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



Philadelphia Indemnity Insurance Company

Endorsement (Rider)

It is hereby understood and agreed that Bond No.: PB03016800210

Principal: DNT Construction, LLC

Obligee: Hays County, TX

In that the Surety is changing this bond effective May 25, 2022
in the following manner:

The Maintenance Bond expiration date is being extended to the date of: December 25, 2022


Sunfield Phase 3 Roadway Extension Utilities and Pavement Improvements

\$30,350.00

All terms and conditions of said bond, except as above changed, to remain the same.

Signed and sealed this 25th 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:

Commonwealth of Pennsylvania - Notary Seal
Vanessa McKenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394

Member, Pennsylvania Association of Notaries

residing at:

Bala Cynwyd, PA

My commission expires:

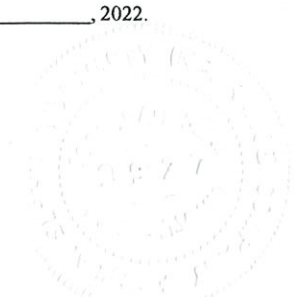
November 3, 2024

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 25th day of May, 2022.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY





AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By: Jerry Borcharding
Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #US00112379SU21A in the amount of \$3,599,477.50, and acceptance of the 2-year maintenance bond #204919W in the amount of \$132,147.05 for Sunset Oaks subdivision, Phase 1, Section

1. INGALSBE/BORCHERDING

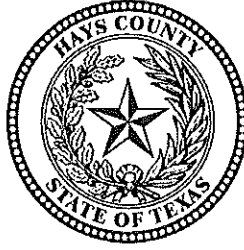
Summary

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW.

Attachments

Acceptance documents

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

512/393-7385
FAX: 512/393-7393

June 21, 2022

Honorable Ruben Bercerra
111 E. San Antonio Street
San Marcos, Texas 78666

RE: Sunset Oaks subdivision, Phase 1, Section 1

Dear Commissioners and Judge:

Randall B. Nixon, P.E. with CSF Civil Group, LLC, is requesting that Hays County accept construction of the roads and surface drainage improvements for Sunset Oaks subdivision, Phase 1, Section 1, release the subdivision bond #US00112379SU21A in the amount of \$3,599,477.50, and accept the 2-year maintenance bond #204919W in the amount of \$132,147.05. A concurrence letter and as-built plans have been received as required by Hays County.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,

A handwritten signature in black ink, appearing to read "Jerry Borcharding".

Jerry Borcharding, P.E.
Director
Hays County Transportation

**ENGINEER'S CONCURRENCE
FOR PROJECT ACCEPTANCE**

PROJECT: Sunset Oaks Phase 1, Section 1

Date: June 14, 2022

Case Number: 2018-27187

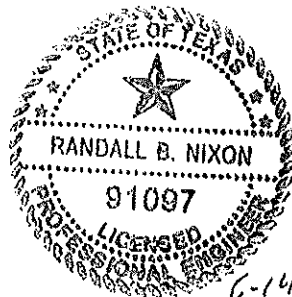
Owner's Name and Address

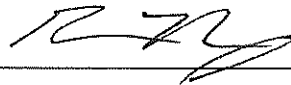
Consultant Engineer's
Name and Address

Pulte Homes of Texas, LP
9401 Amberglen Blvd. Building I, Suite 150
Austin, TX 78729

CSF Civil Group, LLC
3636 Executive Center Drive
Suite 209
Austin, TX 78731

I, the undersigned Professional Engineer in the State of Texas, or my representative have made a visual inspection of the referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention related to the water portion of construction by the parties at the meeting. I, therefore, recommend acceptance of this project by Hays County.





Randall B. Nixon, P.E.

91097
Texas Registration Number

MAINTENANCE BOND

Bond No.: 204919W

KNOW ALL PERSONS BY THESE PRESENTS, that we, JL Gray Construction, Inc., as Principal and Westfield Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Ohio and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto Hays County as Oblige, in the sum of One Hundred Thirty-two Thousand One Hundred Forty-seven And 05/100 (\$132,147.05) Dollars, for which payment, will and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Oblige(s) to: Sunset Oaks Section 1 Phase 1

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of 2 year(s) following final acceptance of said improvements: Sunset Oaks Section 1 Phase 1 – Street and Drainage Improvements

NOW THEREFORE, if the above Principal shall indemnify the Oblige for all loss that Oblige may sustain by reason of any defective materials or workmanship which become apparent during the period of 2 year (s) from and after acceptance of said improvements by Oblige, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact.

This 9th day of March, 2022.

JL Gray Construction, Inc.
Principal

By: 

Westfield Insurance Company
Surety

Seal

Local Recording Agency:
K & S Insurance
P O Box 277
Rockwall, TX 75087

By: 

Jack Nottingham, Attorney-in-fact

General
Power
of Attorney

POWER NO. 4220012 14

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, JOINTLY OR SEVERALLY

of ROCKWALL and State of TX its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of Indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 9th day of March A.D., 2022



Frank A. Carrino, Secretary

**IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES**

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-243-0210

4. You may also write to Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company at:

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6. You may write to the Texas Department of Insurance, Consumer Protection Section (MC 111-1A):

**P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov**

7. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent, Westfield Insurance Company, Westfield National Insurance Company, or Ohio Farmers Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su (title) al (telephone number).

Usted puede llamar al numero de telefono gratis de Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's para informacion o para someter una queja al:

1-800-243-0210

Usted tambien puede escribir a Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company:

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas, Consumer Protection Section (MC 111-1A):

**P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente, Westfield Insurance Company, Westfield National Insurance Company, o Ohio Farmers Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By: Jerry Borcharding, P.E., Transportation Director
Sponsor: Commissioner Jones
Co-Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to approve the selection of LJA Engineering, Inc. to provide right-of-way acquisition services for the FM 2001 Gap project in Precinct 1 and Precinct 2; and authorize staff and counsel to negotiate a contract.

JONES/INGALSBE/BORCHERDING

Summary

The FM 2001 Gap project as part of the Road Bond program has about 25 priority parcels requiring ROW acquisition services to support the development of the project.

LJA Engineers, Inc. has been pre-qualified by Hays County for the requested services through RFQ 2021-Q02 on July 27, 2021 Item 48. The process to initially select a consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By: Jerry Borcharding, P.E., Transportation Director

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to approve the selection of K Friese & Associates, Inc. to provide professional design services for the FM 110 South Grading project in Precinct 1; and to authorize staff and counsel to negotiate a contract, granting a discretionary exemption to formal procurement pursuant to Texas Local Government Code Section 262.024(a)(4) (professional services). **INGALSBE/BORCHERDING**

Summary

The FM 110 South Grading project was initially worked on under the Hays County TxDOT/Partnership Program by K Friese & Associates, Inc. as a sub-consultant to Binkley & Barfield, Inc. Easement acquisition was delayed causing a delay in the grading project. It was decided to advertise the grading project separately from the FM 110 South roadway project. The easement is being finalized and will need the grading plans updated (updated general notes, updated standards, etc.). K Friese signed and sealed the final plans, so we are requesting use of a discretionary exception pursuant to Texas Local Government Code Ch. 262.024(a)(4) to select KFA to perform the plan updates. The level of effort should be low; however, since they were not prime on the project, they do not have a contract.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Agenda Item

Discussion and possible action to consider the release of the maintenance bond #HSIFSU0740229 in the amount of \$29,484.72 for Reunion Ranch subdivision, Phase 3, Section 2, release of the maintenance bond #HSIFSU0704229 in the amount of \$13,944.02 for Reunion Ranch subdivision, Phase 3, Section 5, and the acceptance of roads and surface drainage improvements into the County Road Maintenance System. **SMITH/BORCHERDING**

Summary

Staff recommends acceptance of these roads into the County Road Maintenance System. Roads include: a segment of Reunion Boulevard (2,337 ft.), Patience Cove (653 ft.), and Clement Drive (761 ft.)



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 Court to execute a Change Order No. 4 with LJA Engineering, Inc. in the amount of \$4,800.00 to provide Right-of-Way Acquisition services for the Darden Hill/Sawyer Ranch Road Intersection Roundabout project in Precinct 4 as part of the Hays County 2016 Road Bond Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **SMITH/BORCHERDING**

Summary:

The Change Order No. 4 for Darden Hill/Sawyer Ranch Road Intersection Roundabout [20-867-034] Right-of-Way acquisition services will authorize additional budget of \$4,800.00 for any remaining negotiations that may need to take place on the one remaining parcel on this project located on the South ROW of the project, as well as extend the contract period to December 28, 2022.

Fiscal Impact:

Amount Requested: \$4,800
Line Item Number: 035-804-96-867.5632_700

Budget Office:

Budget Amendment Required Y/N?: NO
Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Pending Court approval of Discretionary Exemption pursuant to Texas Local Government Code 262.024 (a)(4) for "a professional service" since contract exceeds 25% of original contract amount.
G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

CO #4 Darden Hill



Hays County Transportation Department Change Order Request Form

Date: June 28, 2022 Contract Performance Date: October 20, 2020

Project Name: Darden Hill at Sawyer Ranch Roundabout Project

Contract number: 20-867-034

Contractor/Consultant: LJA Engineering, Inc.

Change Order Number: 4

Change in Scope Necessitating Change-Order:

LJA's Change Order No. 3 is set to expire on June 28, 2022. To ensure right of way acquisition is complete, LJA is requesting that this date be extended until December 28, 2022. This adds an additional 183 days to the contract performance length (or six months). LJA is also requesting an additional \$4,800.00 for any remaining negotiations that may need to take place on the one remaining parcel on this project.

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount: \$48,200.00

Net Amount of Previously Authorized Change Order: \$34,600.00

Net Amount for this requested change order: \$4,800.00

Total Contract Amount with all change orders: \$87,600.00

Original Contract Performance Length: 180 Days

Net previous schedule change orders: 436 Days

Net Schedule adjustment requested this change order: 183 Days

Total performance days with change orders: 799 Days

Contractor: LJA Engineering, Inc. Sign: Kenneth D. Schrock Date: June 28, 2022

Hays County: _____ Sign: _____ Date: _____

(Hays County Employee-attach to agenda request form, CO approval contingent on Commissioners Court)

Carlos A. Lopez, P.E.
6/28/2022

June 28, 2022

SUPPLEMENTAL PROPOSAL/CHANGE ORDER NO. 4

Hays County
c/o HNTB
Attn: Marie Walters and Tony Rodriguez
701 Brazos, Ste. 450
Austin, TX 78701
Sent via email: mawalters@hntb.com and anrodriguez@hntb.com
cc: jerry@co.hays.tx.us and winton.porterfield@co.hays.tx.us

Re: Supplemental Proposal/Change Order No. 4 for Darden Hill at Sawyer Ranch Roundabout
LJA Proposal No.: 20-03159 CO4

Dear Ms. Walters and Mr. Rodriguez:

LJA Engineering, Inc. (LJA) is pleased to submit this supplemental proposal to provide services for the above referenced project.

This Proposal is made pursuant to the terms and conditions of the Professional Services Agreement (PSA) entered into on October 20, 2020, by and between LJA Engineering, Inc. (LJA) and Hays County (Client).

It has become necessary to amend this proposal by including/amending the following:

- I. Item 4 – Duration
- II. Item 5 – Compensation (Exhibit B is amended by adding Exhibit B-1 – Fee Schedule)

DURATION

The Professional Services Agreement was set to expire April 18, 2021. Change Order No. 1 extended this date until August 31, 2021. Change Order No. 2 extended this date until February 28, 2022. Change Order No. 3 extended this date until June 28, 2022.

To ensure right of way acquisition is complete, LJA is requesting an additional six months (183 days) be added to the duration. This will make the new completion date December 28, 2022.

COMPENSATION

The Professional Services amount originally was \$48,200.00 Change Order No. 1 increased this amount by \$21,800.00, and Change Order No. 2 increased this amount by \$12,800.00. \$82,800.00 is the current amount of the contract.

LJA is requesting an additional \$4,800.00 to complete any remaining negotiations on the one remaining parcel on this project. The new Not to Exceed total will be **\$87,600.00**, which represents an addition to the total contract amount. Should work outside the attached scope of services be required, a separate proposal will be submitted for approval prior to our beginning any additional services.

If this proposal meets with your approval, your signature below will be sufficient authorization to commence the stated work.

LJA appreciates the opportunity and look forward to working with you again. If you have any questions regarding this proposal, please do not hesitate to contact David Baylor at 512-439-4709.

Sincerely,



Kenneth Schrock
Senior Vice President

Accepted By:
Hays County, Texas

By: _____

Title: _____

Date: _____

EXHIBIT B-1

Fee/Rate Schedule

**FEE SCHEDULE SHALL BE INSERTED AT THE
TIME OF AGREEMENT/CONTRACT EXECUTION**



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the County Judge to execute an Agreement for a Local On-System Improvement Project between Hays County and the Texas Department of Transportation related to the FM 2770 at Flint Hills Development Project in Pct. 4. **SMITH/BORCHERDING**

Summary:

The court previously approved a resolution and agreement on March 9, 2021, but the agreement expired in March 2022. The new agreement extends the time frame for construction for another 12 months.

Fiscal Impact:

Amount Requested:

Line Item Number:

Budget Office:

Source of Funds:

Budget Amendment Required Y/N?:

Comments:

Auditor's Office:

Purchasing Guidelines Followed Y/N?:

G/L Account Validated Y/N?:

New Revenue Y/N?:

Comments:

Attachments

FM 2770 LOSA

CSJ #	3210-01-018
District #	14
Code Chart 64 #	50106
Project Name	FM 2770 at RM 1626

STATE OF TEXAS §

COUNTY OF HAYS §

AGREEMENT **For A** **LOCAL ON-SYSTEM IMPROVEMENT PROJECT**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the “State”, and the **County of Hays**, acting by and through its duly authorized officials, called the “Local Government.” The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115814**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **03/09/2021**, which is attached to and made a part of this Agreement as Attachment A, Resolution (Attachment A) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Project Location Map (Attachment B), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

2. Scope of Work

The Project consists of the design and construction of safety improvements on FM 2770 from approximately 2698 ft north of FM 1626 to 4223 ft. north of FM 1626 also known as FM 2770

CSJ #	3210-01-018
District #	14
Code Chart 64 #	50106
Project Name	FM 2770 at RM 1626

at Flint Hills in Hays County, Texas. Improvements to widen the existing two-lane roadway to provide left-turn-lane, deceleration lane and paved shoulder.

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Local On-System Improvement Project Budget (Attachment C), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment C. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.
- B. Attachment C shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.
- C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment C. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment C. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment C by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment C is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.
- D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment C.
- E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.
- F. The Local Government will begin construction on the Project within 12 months after execution of the Agreement.
- G. The Local Government will complete construction and receive the State's acceptance of the project within 36 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.
- H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it determines necessary to protect the interests of the State, which includes returning the Project area to its original condition or completing the work using State forces or contractors. The Local Government shall pay all costs incurred by the State under this provision.

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4. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The State terminates the Agreement in writing due to the Local Government's failure to comply with paragraphs 3.F or 3.G; or
- C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

5. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State's satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

- A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
- D. The preparation of documents required for the environmental clearance of the Project.

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Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

9. Right of Way and Real Property

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

11. Compliance with Texas Accessibility Standards and ADA

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

12. Construction Responsibilities

A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for construction. Upon selection of a contractor and prior to commencing construction within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements,

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traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

- B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.
- C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

13. **Project Maintenance**

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

14. **Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
Director of Transportation Hays County 2171 Yarrington Rd., San Marcos, TX 78666	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. **Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. **Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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17. Ownership of Documents

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

21. Insurance

Before beginning work on the state highway system, the Local Government and its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

22. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

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23. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Kenneth Stewart

Ruben Becerra

Typed or Printed Name

Typed or Printed Name

Director of Contract Services

County Judge

Typed or Printed Title

Typed or Printed Title

Date

Date

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ATTACHMENT A RESOLUTION



A Resolution of the Hays County Commissioners Court
Approving a Local Transportation Project (FM 2770 at Flint Hills Development) Local On-
system Agreement for an On-system Project and Authorizing the County
Judge to Execute the Agreement on behalf of Hays County

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, the FM 2770 at Flint Hills Development intersection improvement project is an element of the Hays County Transportation Plan; and

WHEREAS, the project would improve safety and mobility for local traffic conditions at this location; and

WHEREAS, the County has moved forward with project development of the FM 2770 at Flint Hills Development project, including environmental clearance, construction design, and utility relocation;

NOW, THEREFORE, BE IT RESOLVED by the Hays County Commissioners Court:

That the Commissioners Court of Hays County does hereby approve the Local Transportation Project (FM 2770 at Flint Hills Development) Local On-system Agreement for an On-system Project and authorizes the County Judge to execute the Agreement on behalf of Hays County.

RESOLVED, ORDERED AND DECLARED THIS THE 9TH DAY OF MARCH, 2021

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Lon A. Shell
Commissioner, Pct. 3

Mark Jones
Commissioner, Pct. 2

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cardenas, MBA, PhD
Hays County Clerk



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ATTACHMENT B PROJECT LOCATION MAP

CSJ: 3210-01-018

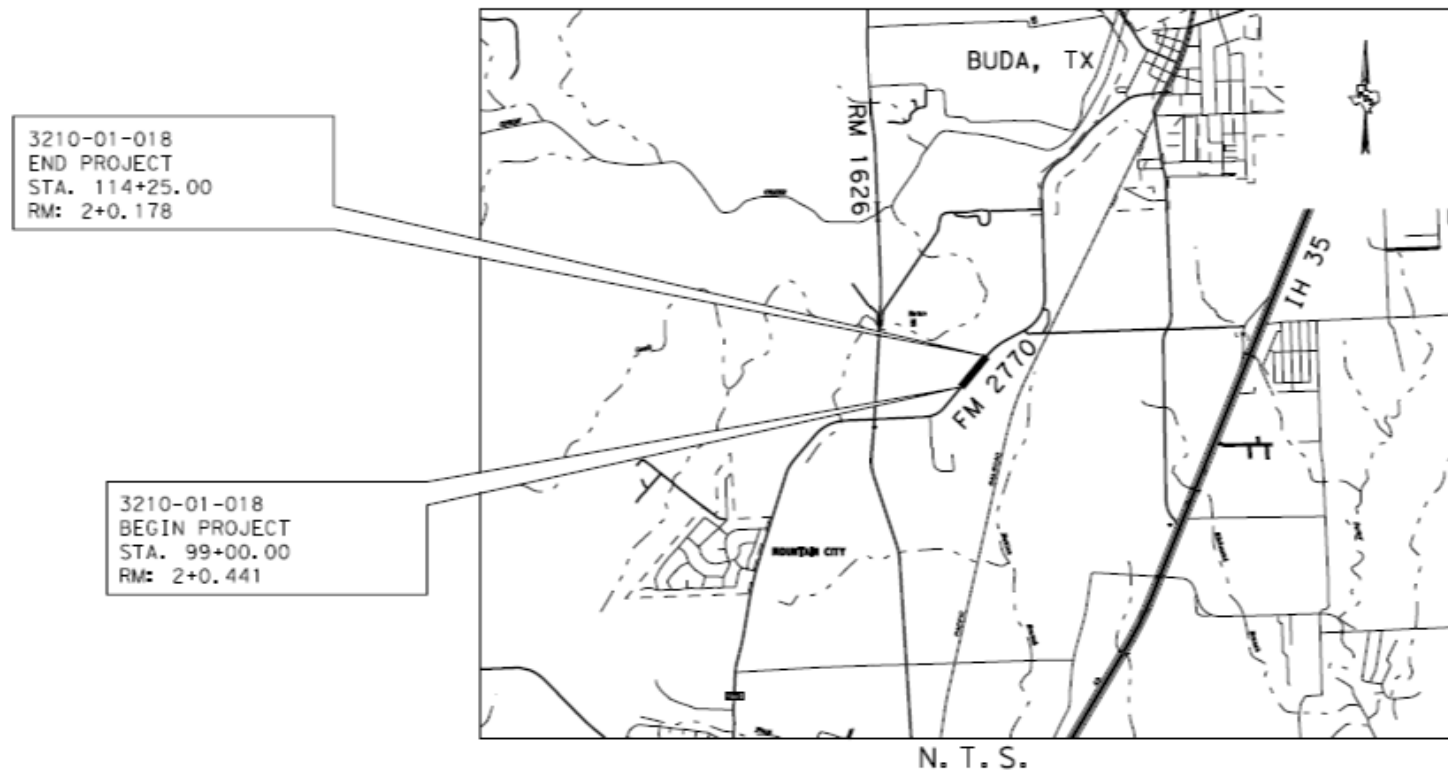
LIMITS: FROM 2698' NORTH OF FM 1626 TO 4223' NORTH OF FM 1626

FOR THE CONSTRUCTION OF: SAFETY IMPROVEMENTS INCLUDING LEFT TURN LANE
AND PAVED SHOULDERS CONSISTING OF EXCAVATION, EMBANKMENT, FLEXIBLE BASE,
HMACP, DRAINAGE IMPROVEMENTS, AND SIGNING AND PAVEMENT MARKINGS

NET LENGTH OF ROADWAY = 1,525 FT (0.289 MILES)

NET LENGTH OF BRIDGE = 0.00 FT (0.000 MILES)

NET LENGTH OF PROJECT = 1,525 FT (0.289 MILES)



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Project Name	FM 2770 at RM 1626

ATTACHMENT C
LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET
(Locally Funded and Performed Project)

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
PROJECT PHASES: Work performed by the Local Government or its Consultant or Contractor		
Environmental	\$10,000	
Right of Way	\$ 0	
Engineering	\$ 90,000	
Utility Work	\$ 2,500	
Construction	\$ 400,000	
Subtotal for Project Phases		\$502,500
DIRECT STATE COSTS:	Paid By: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State	
Environmental	\$2,513	
Right of Way	\$628	
Engineering	\$3,769	
Utility Work	\$628	
Construction	\$17,588	
Subtotal for Direct State Costs		\$25,126
INDIRECT STATE COSTS:	Paid By: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State	
Subtotal for Indirect State Costs(4.77%)		\$23,969
TOTAL ESTIMATED COST OF PROJECT		\$551,595

\$0.00	Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement.
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Hays County Commissioners Court

Requested By: Jerry Borcharding, P.E., Transportation Director
Sponsor: Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 in the amount of \$75,000.00 to the Professional Service Agreement with BGE, Inc. to provide construction engineering, inspection & testing (CE&I) services for the Lime Kiln Road project in Precinct 3, as part of the 2016 Road Bond Program.

SHELL/BORCHERDING

Summary:

This BGE Contract Amendment increases the contract compensation cap by \$75,000.00 from \$600,000 to \$675,000 to allow for the execution of Supplemental No. 2 to Work Authorizations No. 1 in the amount of \$86,368.63 for the Lime Kiln Road Bond Project [17/21-868-034]. The increase is necessary due to the construction time frame being extended three months, 14 additional concrete tests, 8 additional moisture & density tests, 1 additional RFI review, and 1 additional Change Order.

BGE was awarded the Lime Kiln Rd (CR 225) CE&I contract through RFQ 2020-Q02 for the requested services and executed a contract on July 28, 2020.

Fiscal Impact:

Amount Requested: \$75,000

Line Item Number: 035-804-96-868.5621_700

Budget Office:

Budget Amendment Required Y/N?: NO

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes

G/L Account Validated Y/N?: Yes, Engineering-Capital Outlay

New Revenue Y/N?: N/A

Comments:

Attachments

LimeKilnCEI-BGE-Amendemnt1

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

HAYS COUNTY ROAD BOND PROJECT:
Hays County Lime Kiln CE&I RFQ2020-Q02 ("Project")

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

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective July 28, 2020 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$600,000.00; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$600,000.00 to \$675,000.00.

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

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

ENGINEER:

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

Wesley E. Jasek
Printed Name

Vice President
Title

June 27, 2022
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

Carlos A. Lopez, P.E.
6/28/2022



Hays County Commissioners Court

Requested By: Jerry Borcharding, P.E., Transportation Director
Sponsor: Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 2 in the amount of \$97,067.86 to the Professional Service Agreement with HDR Engineering, Inc. to provide construction engineering, inspection & testing (CE&I) services as part of the On-Call CE&I contract and related to the 2016 Road Bond Program RM 3237 at RM 150 Roundabout project. **SHELL/BORCHARDING**

Summary:

This HDR Contract Amendment increases the contract compensation cap by \$97,067.86 from \$759,970.00 to \$857,037.86 to allow for the execution of Supplemental #2 to Work Authorization #2 in the amount of \$97,067.86 for the RM 3237 at RM 150 Roundabout Road Bond Project [16-772-034]. The increase is necessary due to the construction time frame being extended four months and five additional contractor submittal reviews.

HDR was awarded one of three on-call CE&I contracts as a respondent through RFQ 2020-Q03 and executed a contract on July 28, 2020. On December 22, 2020, HDR was selected to perform CE&I services for the RM 3237 at RM 150 Roundabout project.

Fiscal Impact:

Amount Requested: \$97,068
Line Item Number: 035-803-96-772.5621_400

Budget Office:

Budget Amendment Required Y/N?: NO
Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes
G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

HDR PSA Amendment #2

CONTRACT AMENDMENT NO. 2
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

HAYS COUNTY ROAD BOND PROJECT:
On-Call CE&I Professional Services (RFQ-2020-Q03) (“Project”)

THIS CONTRACT AMENDMENT NO. 2 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and HDR Engineering, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective July 28, 2020 (the “Contract”);

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

WHEREAS, the “Compensation Cap” under Article 5 of the Contract limits the maximum amount payable under the Contract to \$759,970.00; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$759,970.00 to \$857,037.86.
- II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

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

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

ENGINEER:

By: 
Signature

Justin A. Word, P.E.
Printed Name

Vice President
Title

06/22/2022
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date


6/27/2022



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and BGE, Inc. to act as the General Engineering Consultant (GEC) for the SH 45 Study Project in Pct. 4.

SMITH/BORCHERDING

Summary:

The court previously selected BGE Inc. to act as the General Engineering Consultant (GEC) for the study of the proposed SW 35 connection from SH 1626 to I-35. The contract amount is for \$1,247,536.00, to be funded out of the transportation department budget.

Fiscal Impact:

Amount Requested: \$1,247,536

Line Item Number: 020-710-00.5448_008

Budget Office:

Budget Amendment Required Y/N?: NO

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes

G/L Account Validated Y/N?: Yes, Contract Services Consultant

New Revenue Y/N?: N/A

Comments:

Attachments

SH 45 GEC PSA

SH 45 GEC schedule

SH 45 GEC Org Chart

45 GEC Insurance

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Hays County Design Criteria & Project Development Manual, latest edition
- I. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Hays County Protocol for Sustainable Roadsides, latest edition
- K. TxDOT Bridge Design Manual - LRFD, latest edition
- L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST
PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering Services.”

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No. _____”, to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer’s responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4 **CONTRACT TERM**

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5

COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **one million, two-hundred fifty thousand dollars (\$1,250,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6

METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7

PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A.** There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B.** The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C.** There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D.** The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8

COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Hays County Engineer
Jerry Borcharding
2171 Yarrington Rd.
Kyle, TX 78640

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Erin Gonzales, PE
BGE, Inc.
1701 Directors Blvd, Suite 1000
Austin, **Texas** **78744**

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A.** Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11

SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12

ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13

CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14

CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15

USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17

SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18

REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19

VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20

TERMINATION

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21

COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22

INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24

ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25

INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Hays County Auditor
c/o: Vickie G. Dorsett
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26

COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27

SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28

SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29

PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30 **ENGINEER'S ACCOUNTING RECORDS**

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31 **NOTICES**

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

and to: Office of General Counsel
Hays County
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Engineer: Erin Gonzales, PE
BGE, Inc.
1701 Directors Blvd, Suite 1000
Austin, Texas 78744

ARTICLE 32

GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person

or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

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

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work

Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a “day” or “days” shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County’s payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County’s budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33 **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator’s fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34 **EQUAL OPPORTUNITY IN EMPLOYMENT**

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____, 20____

ENGINEER

BGE, Inc.

By Erin N. Gonzales

Printed Name: **Erin Gonzales, PE**

Title: **Director**

Date: June 26, 2022

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|---------------------------|
| (1) Exhibit A | Debarment Certification |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Authorization |
| (4) Exhibit D | Rate Schedule |
| (5) Exhibit E | Certificates of Insurance |

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS

§

COUNTY OF HAYS

§

§

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

BGE, Inc.

Name of Firm

Wesley E. Jasek PE

Signature of Certifying Official

Wes Jasek

Printed Name of Certifying Official

Central TX Region Ops Leader

Title of Certifying Official

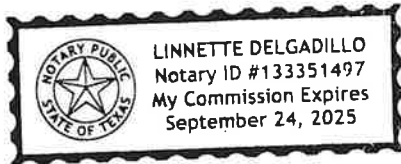
June 27, *2022*

Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Wes Jasek
the Central TX Region OPS leader of BGE, Inc., on behalf of
said firm.



Linnette Delgadillo
Notary Public in and for the
State of Texas

My commission expires: 9/24/2022

EXHIBIT B

ENGINEERING SERVICES

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER
FOR SH 45 SW GAP (GEC)

1. PROJECT DESCRIPTION

BGE will provide technical and programmatic Coordination, Review, Oversight and General Support to Hays County as the County and its Design Engineer implement the development of a preferred alignment and the associated NEPA process for the SH 45 SW Gap project. The corridor limits will extend SH 45 SW from the existing SH 45/FM 1626 interchange to the IH 35/FM 1327 interchange. BGE's Coordination, Review, Oversight and General Support will largely follow the work and deliverables of the County's Design Engineer.

Design Criteria

The ENGINEER will perform all work and prepare all deliverables in accordance with the applicable/current requirements of the TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions, the American Association of State Highway and Transportation Officials (AASHTO) Policy on the Geometric Design of Highways and Streets, 6th Edition, 2011 and The TxDOT roadway Design Manual July 2020.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER
FOR SH 45 SW GAP (GEC)
EXHIBIT C

WORK AUTHORIZATION

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____, 20____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20__.

ENGINEER:

COUNTY:

[Insert Company Name HERE]

Hays County, Texas

By: _____

By: _____

Signature

Signature

Printed Name

Printed Name

Title

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT B

Fee/Rate Schedule

**FEE SCHEDULE SHALL BE INSERTED AT THE
TIME OF AGREEMENT/CONTRACT EXECUTION**

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER
FOR SH 45 SW GAP (GEC)
EXHIBIT E

CERTIFICATES OF INSURANCE
ATTACHED BEHIND THIS PAGE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	CONTACT NAME: Stephanie Anguiano/Michelle W. PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): E-MAIL ADDRESS: stephanie.anguiano@usi.com														
INSURED Brown and Gay Engineers, Inc. DBA BGE, Inc. 10777 Westheimer, Suite 400 Houston, TX 77042	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER B : Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER C : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER D : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Insurance Company	35289	INSURER B : Transportation Insurance Company	20494	INSURER C : Lexington Insurance Company	19437	INSURER D : Valley Forge Insurance Company	20508	INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6075541416	12/31/2021	12/31/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6075541433	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000			6075541464	12/31/2021	12/31/2022	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6075541447	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability CLAIMS MADE			031565521	12/31/2021	12/31/2022	\$5,000,000 per claim \$10,000,000 annl aggr.


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured on all policies (except Professional Liability and Workers Compensation), is provided to the Certificate Holder, when required by written contract or written agreement between the Named Insured and the Certificate Holder, but limited to the operations of the Named Insured per policy forms CNA75079XX 10/16, including completed operations (GL); CA2048 10/13 (Auto).

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Hays County 2171 Yarrington Rd. Kyle, TX 78640	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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DESCRIPTIONS (Continued from Page 1)

Coverage provided on the General and Auto Liability is primary and non-contributory if required by written contract executed prior to a loss.

Blanket Waiver of Subrogation is provided on all policies as required by written contract executed prior to a loss, except as prohibited by law, per policy form CNA75079XX 10/16 (GL); CA0444 10/13 (Auto); WC420304B 06/14 (WC); CNA75504XX 03/15 (UL).

The Umbrella Follows Form (CNA88301XX 08/17) to the underlying General, Auto and Employers Liability policies.

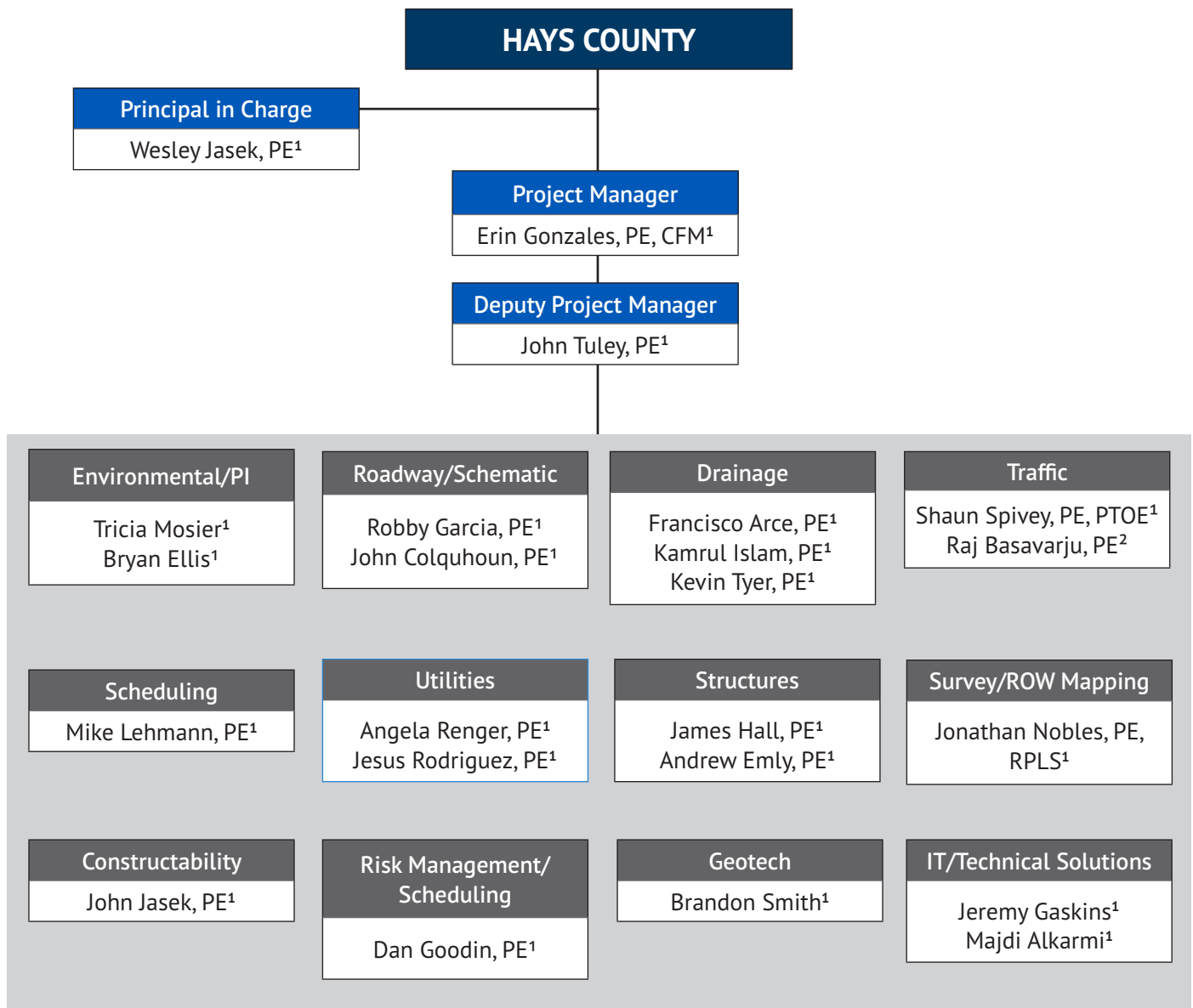
All policies include an endorsement providing that 30 days notice of cancellation, except 10 days notice for non-payment of premium, will endeavor to be given to the Certificate Holder by the Insurance Carrier, if required by written contract.

RE: SH 45 Gap GEC.

WORK SCHEDULE - SH 45 SW Gap (GEC)

ID	Task Name	Start	Finish	Duration	
1	SH 45 SW Gap (GEC)	Tue 7/5/22	Mon 9/22/25	840 days	
2	Notice to Proceed	Tue 7/12/22	Tue 7/12/22	0 days	
3	GEC/Oversight	Tue 7/12/22	Mon 9/29/25	42 mons	
4	Contract Expiration	Mon 9/29/25	Mon 9/29/25	1 day	

BGE ORGANIZATIONAL CHART



¹ BGE, Inc.

² Transcend Engineers & Planners, LLC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2022

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PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	CONTACT NAME: Stephanie Anguiano/Michelle W. PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): E-MAIL ADDRESS: stephanie.anguiano@usi.com														
INSURED Brown and Gay Engineers, Inc. DBA BGE, Inc. 10777 Westheimer, Suite 400 Houston, TX 77042	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER B : Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER C : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER D : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Insurance Company	35289	INSURER B : Transportation Insurance Company	20494	INSURER C : Lexington Insurance Company	19437	INSURER D : Valley Forge Insurance Company	20508	INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6075541416	12/31/2021	12/31/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6075541433	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			6075541464	12/31/2021	12/31/2022	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6075541447	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability CLAIMS MADE			031565521	12/31/2021	12/31/2022	\$5,000,000 per claim \$10,000,000 annl aggr.


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured on all policies (except Professional Liability and Workers Compensation), is provided to the Certificate Holder, when required by written contract or written agreement between the Named Insured and the Certificate Holder, but limited to the operations of the Named Insured per policy forms CNA75079XX 10/16, including completed operations (GL); CA2048 10/13 (Auto).

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Hays County 2171 Yarrington Rd. Kyle, TX 78640	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Coverage provided on the General and Auto Liability is primary and non-contributory if required by written contract executed prior to a loss.

Blanket Waiver of Subrogation is provided on all policies as required by written contract executed prior to a loss, except as prohibited by law, per policy form CNA75079XX 10/16 (GL); CA0444 10/13 (Auto); WC420304B 06/14 (WC); CNA75504XX 03/15 (UL).

The Umbrella Follows Form (CNA88301XX 08/17) to the underlying General, Auto and Employers Liability policies.

All policies include an endorsement providing that 30 days notice of cancellation, except 10 days notice for non-payment of premium, will endeavor to be given to the Certificate Holder by the Insurance Carrier, if required by written contract.

RE: SH 45 Gap GEC.

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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 a Professional Services Agreement between Hays County and WSB Inc. to provide for the technical review of Traffic Impact Analyses of proposed residential and commercial developments. **JONES/BORCHERDING**

Summary:

The attached Professional Services Agreement provides for the review of certain Traffic Impact Analyses prepared for proposed large scale residential and commercial developments. The transportation department proposes to use these review services on a case by case basis depending on the size of the development and the projected traffic. The estimated fee of \$29,820.00 would allow for the review of up to 24 such TIA's each year. The court selected WSB for this work at its June 21, 2022 court meeting, and staff has negotiated the attached contract, scope and fee.

Fiscal Impact:

Fiscal Impact:

Amount Requested: \$29,820.00

Line Item Number: 020-710-00.5448_008

Budget Office:

Budget Amendment Required Y/N?: NO

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes

G/L Account Validated Y/N?: Yes, Contract Services Consultant

New Revenue Y/N?: N/A

Comments:

Attachments

TIA PSA

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 **WSB & Associates, Inc. dba WSB Engineers and Surveyors, Inc.** hereinafter “Contractor”), whose primary place of business is located at **1221 South MoPac Expressway, Suite 355, Austin, Texas 78746**, hereby enter into this Professional Services Agreement (hereinafter “Agreement”) effective the ____ day of _____, 20__ (hereinafter “Effective Date”). The County and Contractor (collectively “the parties to this Agreement” or “the parties”) agree as follows:

1. OVERVIEW

Contractor to provide professional planning and engineering services as needed to review Traffic Impact Analysis documents related to proposed residential and commercial development projects in Hays County TX. “See Attached Scope”.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County’s instructions and, in particular, the instructions of **Winton Porterfield** and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit “A”, and any subsections of Exhibit “A”, if as and when they are attached hereto and signed by the parties (collectively “the Work”). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits “A” and/or “C”), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit “C”, attached hereto.

4. DURATION

The parties agree that the Work shall be completed **three hundred and sixty five (365)** days after commencement date. (hereinafter the “Completion Date”). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit “B.” Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed **Twenty Nine Thousand Eight**

Hundred and Twenty dollars (**\$29,820.00** USD) for the Work under this Agreement.

6. PAYMENT

Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below.

7. NOTICE OF COMPLETION

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: County Judge, 111 E. San Antonio, Suite 300 San Marcos, Texas 78666; <judge.becerra@co.hays.tx.us>.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the COUNTY as co-insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "D". A true copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) days of the new policy date at the following address: Office of General Counsel, Hays County Courthouse, 111 East San Antonio, Suite 202, San Marcos, Texas 78666.

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

13. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled “Overview,” shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

19. ASSIGNMENT

Neither party to this Agreement may assign 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

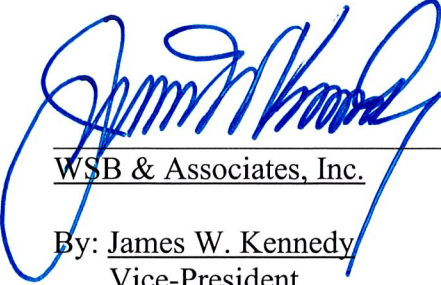
Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

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.

Hays County, Texas

By: Ruben Becerra
Hays County Judge



WSB & Associates, Inc.

By: James W. Kennedy
Vice-President

EXHIBIT A-1

Scope of Work

EXHIBIT A-1

SERVICES TO BE PROVIDED BY THE ENGINEER FOR TRAFFIC IMPACT ANALYSIS REVIEW SERVICES

PROJECT DESCRIPTION

Project Limits

Review services may be requested for Traffic Impact Analysis (TIA) at any proposed development location within Hays County. Project limits are Hays County wide.

Summary of Services

Services will include coordination with Hays County staff, review of technical components of TIA's submitted by developers, and coordination with technical leads from the Developers' team.

1. PROJECT MANAGEMENT

a. Communication:

- Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

b. Invoices and Billings (12 months assumed):

- Develop and submit monthly invoices to Hays County.
- Prepare invoices on a monthly basis in accordance with current County requirements.

c. Project Coordination & Administration:

- Prepare and maintain routine project record keeping including records of meetings and minutes.
- Correspondence and coordination will be handled through & with the concurrence of Hays County.
- Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.

d. Deliverables:

- Monthly Invoices
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Files

2. TRAFFIC IMPACT ANALYSIS REVIEW

a. Review TIA:

- Upon request by Hays County contact, download TIA. Estimate is based on the TIA review occurrence rate of up to 24 TIA's per year.
- Review existing circumstances/conditions in area potentially affected by development.
- Analyze TIA to determine if impacts of development are accurately distributed across existing circumstances/conditions. Review feasibility of developer proposed improvements and applicability as resolutions to traffic impacts.
- Review/analyze traffic modeling data for conformity to industry accepted practices (as needed).
- Develop exhibits/layouts to communicate TIA review concepts as needed
- Communicate recommendations to Hays County.
- Coordinate with County, developers' technical staff, document meeting details through Meeting Minutes.

b. **Deliverables:**

- Provide exhibits and layouts as needed.
- Provide meeting minutes.

3. EXCLUSIONS:

- The following items are not included in this work authorization:
 - ANY PLANNING OR DESIGN SERVICES
 - SURVEY DATA COLLECTION
 - SUE INVESTIGATION
 - GEOTECHNICAL SERVICES
 - ROW MAPPING AND ACQUISITION
 - CONSTRUCTION PHASE SERVICES
 - UTILITY COORDINATION OR RELOCATION ESTIMATES

EXHIBIT B

Fee/Rate Schedule

**FEE SCHEDULE SHALL BE INSERTED AT THE
TIME OF AGREEMENT/CONTRACT EXECUTION**

-- EXHIBIT "C" --

Additional Terms to the Services provided by Contractor, if any, are as follows:

A. N/A

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____

EXHIBIT D

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	CONTACT NAME: Kasi Heilig PHONE (A/C, No, Ext): E-MAIL ADDRESS: kasi.heilig@marshmma.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Union Fire Ins Co PittsburghPA		19445
INSURER B: QBE Specialty Insurance Company		11515
INSURER C: Princeton Excess & Surplus Lines Ins Co		10786
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 66068158**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GL5425678	3/1/2022	3/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA4693553	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	82A3FF000283402	3/1/2022	3/1/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC015853268 WC014196003	3/1/2022 3/1/2022	3/1/2023 3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Excess Liability			MQSX0000715202	3/1/2022	3/1/2023	Each Occurrence \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This insurance is issued pursuant to the Minnesota surplus lines insurance act. The insurer is an eligible surplus lines insurer but is not otherwise licensed by the State of Minnesota. In case of insolvency, payment of claims is not guaranteed. Company B and Company C are subject to statutes and regulations of surplus lines carriers.
County, its directors, officers and employees are Additional Insured on a primary non-contributory basis as required by written contract or agreement limited to General Liability, Automobile Liability and Umbrella Liability Coverage. A Waiver of Subrogation applies on General Liability, Automobile Liability, Workers Compensation and Umbrella Liability in favor of the Additional Insured as required by written contract or agreement. Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

Hays County
111 E. San Antonio Street
Room 202
San Marcos TX 78666

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Marsh McLennan Agency
6160 Golden Hills Drive
Minneapolis MN 55416
+1 763 746 8000
MarshMMA.com

To Whom It May Concern:

In our continued effort to provide timely certificate delivery, Marsh & McLennan Agency is utilizing paperless delivery of certificate of insurance.

To ensure electronic delivery for your future renewal certificates, we need your email address. **Please email CAST@MarshMMA.com a PDF copy of the enclosed certificate to have the system updated with your email address going forward.**

If you received this certificate electronically, we have your email and no further action is necessary.

If you no longer need this certificate, please email a copy of the enclosed certificate to CAST@MarshMMA.com with the subject line: Certificate Removal Request.

Thank you for your assistance.

Marsh & McLennan Agency
Centralized Account Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/05/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER H. Robert Anderson and Associates, Inc. 8201 Norman Center Drive Suite 220 Bloomington MN 55437	CONTACT NAME: Jeanne Danmeier PHONE (A/C, No, Ext): (952) 893-1933 FAX (A/C, No): (952) 893-1819 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 37885
INSURED WSB & Associates, Inc. dba WSB Engineers and Surveyors Inc 1221 S MoPac Expy, #355 Austin TX 78746		

COVERAGES**CERTIFICATE NUMBER:** 2021-2022 14**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Professional Liability			DPR9984220	10/01/2021	10/01/2022	Each Claim/ Each Policy Year Aggregate \$5,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

CERTIFICATE HOLDER**CANCELLATION**

Hays County 111 East San Antonio Suite 300 San Marcos TX 78666	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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Hays County Commissioners Court

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to award a contract for IFB 2022-B10 Winters Mill Parkway @ RM 3237 Intersection with Aaron Concrete Contractors, LP in the amount of \$2,056,525.60. **SHELL/BORCHERDING**

Summary:

On March 22, 2022, the Hays County Commissioners Court approved for the Purchasing Division to solicit bids for IFB 2022-B10 Winters Mill Parkway at RM 3237 Intersection. The Purchasing Division received three (3) responsive bids from the following companies:

Aaron Concrete Contractors, LP \$2,056,525.60

Cox Commercial Construction \$2,962,938.80

Joe Bland Construction, LP \$3,439,010.78

It is staffs' recommendation to award to the contract to Aaron Concrete Contractors, LP.

Fiscal Impact:

Amount Requested: \$2,056,525.60

Line Item Number: 035-803-96-769.5611_400

Budget Office:

Source of Funds: Voter Approved Road Bond Funds

Budget Amendment Required Y/N?: YES

Comments:

\$2,056,526 - Increase Wintersmill Pkwy-RM3237 Construction 035-803-96-769.5611_400

(\$2,056,526) - Decrease General Road Bond Construction Expense 035-800-96.5611_400

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes

G/L Account Validated Y/N?: Yes, Construction Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Contract - IFB 2022-B10 Winters Mill Parkway @ RM 3237 Intersection

STANDARD FORM OF CONTRACT

STATE OF TEXAS

HAYS COUNTY

THIS STANDARD FORM OF CONTRACT (the “Contract”) is by and between HAYS COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called “County”) and **Aaron Concrete Contractors, LP** (hereinafter called “Contractor”).

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

Article 1. Work

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

Project No. IFB 2022-B10 – Winters Mill Parkway at RM 3237 Intersection

Article 2. Engineer of Record

The Project has been designed by Cobb Fendley and Associates, Inc., who is hereinafter called the “Engineer of Record” and who is to act as the County’s design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in **95 working days** (the “Contract Time”). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

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

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

TOTAL OF ALL UNIT PRICES: **\$2,056,525.60**

Two Million fifty six thousand five hundred twenty five (dollars) and sixty cents

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

Article 5. Contractor's Representations

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

- 5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".
- 5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.
- 5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- 5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.
- 5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Contract, and the individual executing the Contract on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Contract and perform all its obligations under the Contract Documents; and the individual executing this Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 5.9 Neither the execution and delivery of this Contract by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.
- 5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Hays County, or anyone claiming under County has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract.

Article 6. Contract Documents

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

- 6.1 This Standard Form of Contract
- 6.2 Performance Bond
- 6.3 Payment Bond
- 6.4 Maintenance Bond
- 6.5 Certificate of Insurance
- 6.6 Wage Rates
- 6.7 Standard Specifications
- 6.8 Special Provisions
- 6.9 Special Conditions
- 6.10 Technical Specifications
- 6.11 Plan Drawings
- 6.12 Addenda numbers: 1 to 1, inclusive
- 6.13 Contractor’s Bid Form
- 6.14 Documentation submitted by Contractor prior to Notice of Award.
- 6.15 The following which may be delivered or issued after the Effective Date of the Contract and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the Standard Specifications.

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

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

Article 7. Miscellaneous

- 7.1 Terms used in this Contract which are defined in the Standard Specifications will have the meanings indicated in the Standard Specifications.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.
- 7.5 Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in Hays County, Texas. Furthermore, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- 7.6 The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 7.7 This Contract is for the sole and exclusive benefit of the parties hereto, and nothing in this Contract, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

- 7.8 Each party to this Contract acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.
- 7.9 Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- 7.10 Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- 7.11 To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- 7.12 County and Contractor have signed this Contract in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.
- 7.13 This Contract and the Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

This Contract will be effective on _____, 20____ (which is the
“Effective Date” of the Contract).

COUNTY, HAYS

AARON CONCRETE CONTRACTORS, LP

By: _____

By: _____

Ruben Becerra,
Hays County Judge

Title: _____

[CORPORATE SEAL]

Attest _____

Attest _____



Hays County Commissioners Court

Requested By: Marcus Pacheco, Development Services Director
Sponsor: Commissioner Smith

Agenda Item

PLN-1726-NP; Gragg Subdivision. Discussion and possible action to consider a variance from section 721.5.05 (B) of the Hays County Development Regulations and approval of final plat. **SMITH/PACHECO**

Summary

Gragg Subdivision is a proposed 3 lot subdivision located off of SH 45 and FM 1626 in Precinct 4.

Water service to the subdivision will be provided by City of Austin - Proposed Groundwater Wells and Wastewater service will be provided by City of Austin - Proposed Septic System.

Section 721.5.05 of the Hays County Development Regulations states: "Flag lots shall not be permitted, except if approved by the Commissioners Court as consistent with the intent and spirit of these Regulations. The Department shall advise the Commissioners Court if a proposed Lot constitutes a "flag lot" and the Commissioners Court shall, in reviewing all the circumstances, make the final determination." The owner is requesting that the proposed subdivision be allowed to utilize a flag lot configurations. Justification for the variance is included in the backup.

Attachments

Gragg Subdivision - Plat
Gragg Subdivision - Variance Request Application

GRAGG SUBDIVISION

THE STATE OF TEXAS)(
COUNTY OF TRAVIS)(
COUNTY OF HAYS)(
KNOW ALL MEN BY THESE PRESENTS:

THAT EAST GRAGG, LP, A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH LUKERS, INC., A TEXAS CORPORATION, ITS GENERAL PARTNER, REPRESENTED BY WILLIAM S. WALTERS, III, PRESIDENT, OWNER OF THAT 36.940 ACRE TRACT CONVEYED BY DEED RECORDED IN DOCUMENT NO. 2021-21049132 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND RECORDED IN DOCUMENT NO. 2021238890 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND OWNER OF THAT 1.05 ACRE TRACT CONVEYED BY DEED RECORDED IN DOCUMENT NO. 2021-21049133 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN THE JOHN G. McGEHEE SURVEY No. 6, ABSTRACT No. 17, HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 37.992 ACRES OF LAND, IN ACCORDANCE WITH THE PLAT SHOWN HEREON AND SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, PURSUANT TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

GRAGG SUBDIVISION

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS THE HAND OF _____, THIS THE ____ DAY OF _____, 2022, A.D.

EAST GRAGG, LP
(A TEXAS LIMITED PARTNERSHIP)

BY: LUKERS, INC.
A TEXAS CORPORATION
ITS GENERAL PARTNER
1010 WEST MARTIN LUTHER KING JR. BLVD.
AUSTIN, TEXAS

BY: _____
WILLIAM S. WALTERS, III, PRESIDENT

THE STATE OF TEXAS)(
COUNTY OF TRAVIS)(
BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED WILLIAMS S. WALTERS, III, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

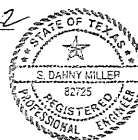
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 2022, A.D.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

I, S. DANNY MILLER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 25 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE AND TITLE 30 OF THE AUSTIN CODE OF 2002, AS AMENDED, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

S. Danny Miller
S. DANNY MILLER
REGISTERED PROFESSIONAL ENGINEER NO. 82725
LJA ENGINEERING
7500 RIALTO BOULEVARD
BUILDING II, SUITE 100
AUSTIN, TEXAS 78735

6-29-22
DATE



NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN ACCORDING TO DATA FROM THE FEDERAL INSURANCE ADMINISTRATION FIRM PANEL #4820900165 F, DATED SEPTEMBER 2, 2005 FOR HAYS COUNTY AND INCORPORATED AREAS AND #4845300590 J, DATED JANUARY 22, 2021 FOR TRAVIS COUNTY AND INCORPORATED AREAS. THERE IS NO ATLAS 14 100-YEAR FLOODPLAIN PRESENT WITHIN THE SUBDIVISION LIMITS.

S. Danny Miller
S. DANNY MILLER
REGISTERED PROFESSIONAL ENGINEER NO. 82725
LJA ENGINEERING
7500 RIALTO BOULEVARD
BUILDING II, SUITE 100
AUSTIN, TEXAS 78735

6-29-22
DATE



I, BLAINE J. MILLER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED PORTIONS OF TITLE 25 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE AND TITLE 30 OF THE AUSTIN CODE OF 2002, AS AMENDED, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY MADE UNDER MY DIRECTION AND SUPERVISION.

Blaine J. Miller
BLAINE J. MILLER
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 5121 - STATE OF TEXAS
CAPITAL SURVEYING COMPANY
1101 CAPITAL OF TEXAS HIGHWAY SOUTH
BUILDING C, SUITE 100 AUSTIN, TEXAS 78746

10/02/2020
DATE



THIS SUBDIVISION IS LOCATED WITHIN THE 2 MILE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF AUSTIN, THIS THE ____ DAY OF _____, 2022.

APPROVED, ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, DEVELOPMENT SERVICES DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE ____ DAY OF _____, 2022, A.D.

JOEY DE LA GARZA, FOR:
DENISE LUCAS, DIRECTOR
DEVELOPMENT SERVICES DEPARTMENT

THE STATE OF TEXAS)(
COUNTY OF TRAVIS)(
I, REBECCA GUERRERO, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND 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 ON THE ____ DAY OF _____, 2022, A.D. AT ____ O'CLOCK ____ M., IN DOCUMENT NO. _____, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE ____ DAY OF _____, 2022, A.D.

REBECCA GUERRERO, COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY:
DEPUTY

APPROVED, ACCEPTED AND AUTHORIZED FOR RECORD, UNDER SECTION 30-2-2-84(B)(2), AUSTIN/TRAVIS COUNTY SUBDIVISION REGULATIONS, BY THE COUNTY EXECUTIVE OF TRANSPORTATION AND NATURAL RESOURCES, TRAVIS COUNTY, THIS THE ____ DAY OF _____, 2022, AD.

CYNTHIA C. McDONALD, COUNTY EXECUTIVE DATE

STATE OF TEXAS)(
COUNTY OF HAYS)(
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, A.D. 2022, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2022, A.D.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS)(
COUNTY OF HAYS)(
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED IN MY OFFICE ON THE ____ DAY OF _____, A.D. 2022, AT ____ O'CLOCK ____ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2022, A.D.

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IS SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

ERIC VAN GAASBEEK, R.S., C.F.R.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

GRAGG SUBDIVISION

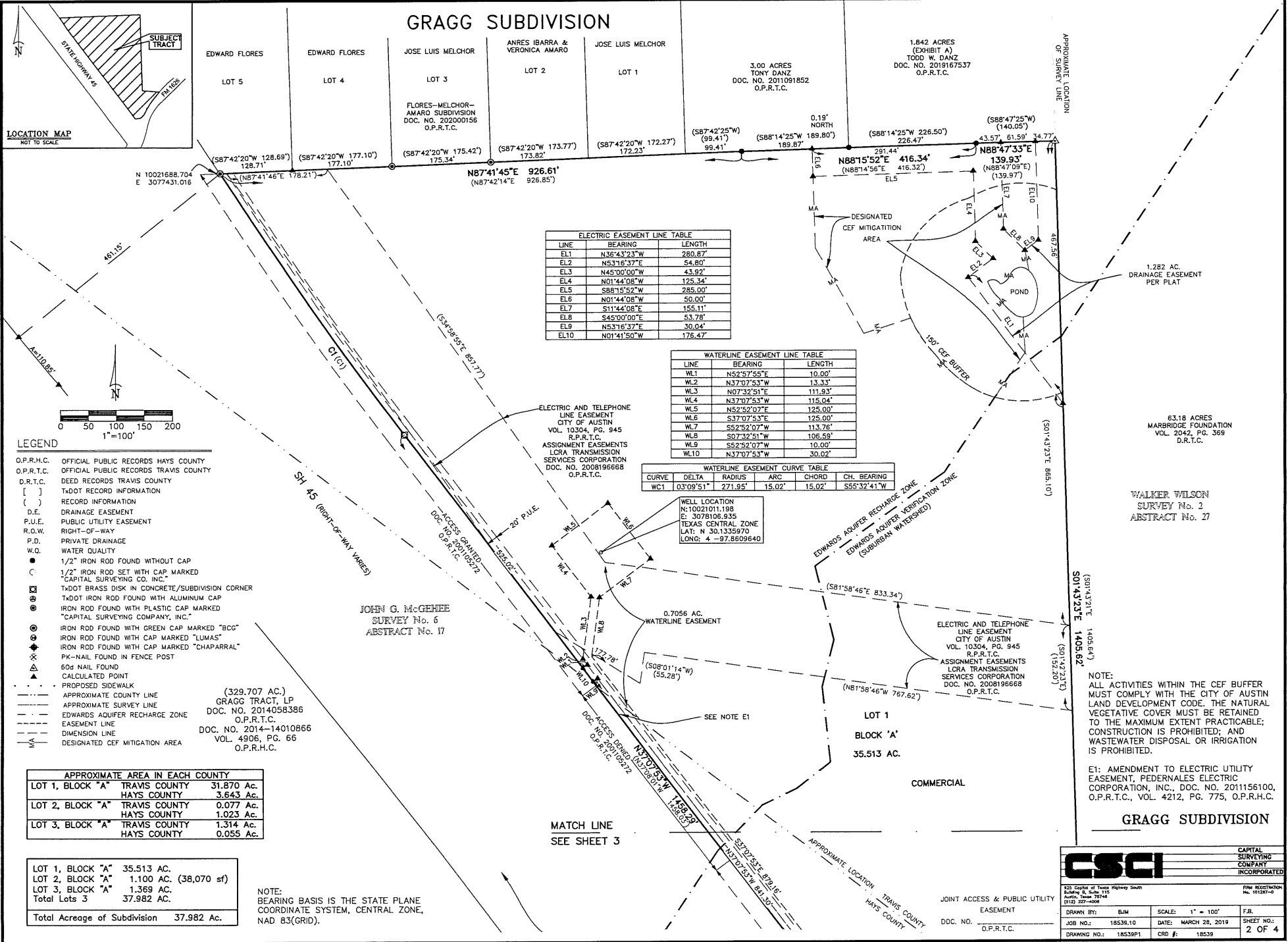
APPLICATION SUBMITTAL DATE:
AUGUST 22, 2019
PLAT PREPARATION DATE:
MARCH 29, 2019

CSCI		CAPITAL SURVEYING COMPANY INCORPORATED	
100 Capital of Texas Highway South Building II, Suite 115 Austin, Texas 78746 (512) 237-0064			
DRAWN BY: BJM		SCALE: 1" = 100'	F.S.
JOB NO.: 18539.10	DATE: MARCH 29, 2019	SHEET NO. 1 OF 4	
DRAWING NO.: 18539F1	CRD #: 18539		

HAYS COUNTY PROJECT ID: PLN-1726-NP

CITY OF AUSTIN/TRAVIS COUNTY PROJECT ID: C8J-2019.0110.OA

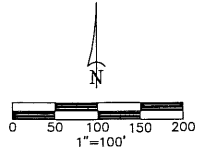
GRAGG SUBDIVISION



GRAGG SUBDIVISION

JOHN G. McGEHEE
SURVEY No. 6
ABSTRACT No. 17

(329.707 AC.)
GRAGG TRACT, LP
DOC. NO. 2014058386
O.P.R.T.C.
DOC. NO. 2014-14010866
VOL. 4906, PG. 66
O.P.R.H.C.

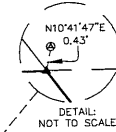


LEGEND

O.P.R.H.C.	OFFICIAL PUBLIC RECORDS HAYS COUNTY
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS COUNTY
D.R.T.C.	DEED RECORDS TRAVIS COUNTY
[]	TxDOT RECORD INFORMATION
()	RECORD INFORMATION
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
P.D.	PRIVATE DRAINAGE
W.Q.	WATER QUALITY
●	1/2" IRON ROD FOUND WITHOUT CAP
○	1/2" IRON ROD SET WITH CAP MARKED "CAPITAL SURVEYING CO. INC."
⊗	TxDOT BRASS DISK IN CONCRETE/SUBDIVISION CORNER
⊙	TxDOT IRON ROD FOUND WITH ALUMINUM CAP
⊕	IRON ROD FOUND WITH PLASTIC CAP MARKED "CAPITAL SURVEYING COMPANY, INC."
⊗	IRON ROD FOUND WITH GREEN CAP MARKED "BCG"
⊕	IRON ROD FOUND WITH CAP MARKED "LUMAS"
⊗	IRON ROD FOUND WITH CAP MARKED "CHAPARRAL"
✕	PK--NAIL FOUND IN FENCE POST
▲	60# NAIL FOUND
●	CALCULATED POINT
---	PROPOSED SIDEWALK
---	APPROXIMATE COUNTY LINE
---	APPROXIMATE SURVEY LINE
---	EDWARDS AQUIFER RECHARGE ZONE
---	EASEMENT LINE
---	DIMENSION LINE

SEE SHEET 2
MATCH LINE

23.785 ACRE
TEXAS TRANSPORTATION
COMMISSION
DOC. NO. 2001105272
O.P.R.T.C.



DETAIL:
NOT TO SCALE

(12.089 AC.)
CSW-1626, LLC
DOC. NO. 2019-19006399
O.P.R.H.C.

JOHN G. McGEHEE
SURVEY No. 6
ABSTRACT No. 17

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	CH. BEARING
C1	04°17'23"	7601.44'	569.12'	568.97'	N34°59'12"W
(C1)	(04°17'28")	(7601.44')	(569.31')	(569.17')	(N34°59'01"W)
C2	17°13'16"	95.00'	28.55'	28.47'	S61°25'39"W
C3	24°15'48"	235.00'	99.52'	98.77'	S64°56'55"W
C4	02°41'29"	1990.00'	93.48'	93.47'	S31°21'15"W
(C4)	(10°40'33")	(1990.00')	(370.80')	(370.26')	(S35°26'27"W)
C5	07°15'54"	1990.00'	252.33'	252.16'	S37°03'07"W
C6	00°43'11"	1990.00'	25.00'	25.00'	S33°03'35"W
C7	25°17'15"	195.00'	86.06'	85.37'	N65°27'39"E
C8	26°45'45"	235.00'	109.77'	108.77'	N64°43'24"E
C9	03°02'25"	1990.00'	105.60'	105.59'	S39°09'51"W
C10	30°54'42"	95.00'	51.25'	50.63'	N70°17'11"W
C11	24°13'11"	95.00'	40.16'	39.86'	S82°08'53"W
C12	13°31'12"	195.00'	46.01'	45.91'	S72°32'00"W
C13	14°47'43"	195.00'	50.36'	50.22'	S58°22'31"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	N59°58'43"W	10.00'
(L1)	(N59°51'10"W)	(10.00')
L2	S30°01'00"W	15.00'
(L2)	(S28°54'01"W)	(15.00')
L3	S59°58'50"E	10.00'
(L3)	(S60°04'15"E)	(10.00')
L4	N57°27'46"W	36.78'
L5	S57°27'46"E	54.42'
L6	S01°43'23"E	63.71'
L7	S54°49'50"E	35.23'

NOTE:
BEARING BASIS IS THE STATE PLANE
COORDINATE SYSTEM, CENTRAL ZONE,
NAD 83(GRID).

LOT 1
BLOCK 'A'
35.513 AC.

COMMERCIAL

ELECTRIC AND TELEPHONE
LINE EASEMENT
CITY OF AUSTIN
VOL. 10304, PG. 945
R.P.R.T.C.
ASSIGNMENT EASEMENTS
LCRA TRANSMISSION
SERVICES CORPORATION
DOC. NO. 2008196668
O.P.R.T.C.

NOTE:
ALL ACTIVITIES WITHIN THE CEF BUFFER
MUST COMPLY WITH THE CITY OF AUSTIN
LAND DEVELOPMENT CODE. THE NATURAL
VEGETATIVE COVER MUST BE RETAINED
TO THE MAXIMUM EXTENT PRACTICABLE;
CONSTRUCTION IS PROHIBITED; AND
WASTEWATER DISPOSAL OR IRRIGATION
IS PROHIBITED.

E1: AMENDMENT TO ELECTRIC UTILITY
EASEMENT, PEDERNALES ELECTRIC
CORPORATION, INC., DOC. NO. 2011156100,
O.P.R.T.C., VOL. 4212, PG. 775, O.P.R.H.C.

63.18 ACRES
MARRIDGE FOUNDATION
VOL. 2042, PG. 369
D.R.T.C.

JOINT ACCESS EASEMENT
DOC. NO. O.P.R.T.C.

JOINT ACCESS & PUBLIC UTILITY
EASEMENT
DOC. NO. O.P.R.T.C.

DOC. NO. O.P.R.H.C.

LOT 3
BLOCK 'A'
1.369 AC. 20' P.U.E.

COMMERCIAL

LOT 2
BLOCK 'A'
1.100 AC.

COMMERCIAL

1.093 ACRE
HAYS COUNTY, TEXAS
DOC. NO. 2011-11020748
Vol. 569, Pg. 569
O.P.R.H.C.

SEE NOTE E1

SEE DETAIL A

SEE DETAIL A

SEE DETAIL A

SEE DETAIL A

SEE DETAIL A

SEE DETAIL A

SEE DETAIL A

SEE DETAIL A

SEE DETAIL A

SEE DETAIL A

GRAGG SUBDIVISION

CSCI		CAPITAL SURVEYING COMPANY INCORPORATED	
1220 South of Hwy 190, Highway South Building B, Suite 115 Austin, Texas 78746 (512) 237-0026		NEW ASSOCIATION No. 101287-0	
DRAWN BY: BJM	SCALE: 1" = 100'	F.B.	
JOB NO.: 18539.10	DATE: MARCH 29, 2019	SHEET NO.: 3 OF 4	
DRAWING NO.: 18539P1	CRD: 18539		

GRAGG SUBDIVISION

GENERAL NOTES:

1. ALL DRAINAGE, SIDEWALKS WATER AND WASTEWATER LINES IN THE SUBDIVISION ARE TO BE CONSTRUCTED AND INSTALLED TO THE CITY OF AUSTIN, HAYS COUNTY AND TRAVIS COUNTY STANDARDS.
2. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION PURSUANT TO THE CITY OF AUSTIN LAND DEVELOPMENT CODE AND THE ENVIRONMENTAL CRITERIA MANUAL.
3. THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATING MAY BE REQUIRED AT THE OWNERS' SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
4. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING, OR OTHER STRUCTURES SHALL BE CONSTRUCTED WITHIN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY THE CITY OF AUSTIN.
5. PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY CITY OF AUSTIN, HAYS AND TRAVIS COUNTIES (AND OTHER APPROPRIATE JURISDICTIONS) FOR THE PLACEMENT, INSPECTION OR MAINTENANCE OF SAID EASEMENTS.
6. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS.
7. PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS SHALL BE SUBMITTED TO CITY OF AUSTIN, HAYS AND TRAVIS COUNTIES (AND OTHER APPROPRIATE JURISDICTIONS) FOR REVIEW PRIOR TO SITE DEVELOPMENT. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS. ALL PROPOSED CONSTRUCTION OR SITE ALTERATION REQUIRES THE APPROVAL OF A SEPARATE DEVELOPMENT PERMIT.
8. ELECTRIC SERVICE IS BEING PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE, INC.
9. PEDERNALES ELECTRIC COOPERATIVE, INC. HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP ANY EASEMENTS CLEAR. THE UTILITY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH THE CITY OF AUSTIN'S LAND DEVELOPMENT CODE.
10. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE THE PEDERNALES ELECTRIC COOPERATIVE, INC. WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
11. THE OWNER SHALL BE RESPONSIBLE FOR ANY INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTERLINE OF THE OVERHEAD ELECTRIC FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE DEVELOPER SHALL INCLUDE ALL AUSTIN ENERGY WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
12. A 20' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL RIGHT-OF-WAY FOR THE ROADWAYS INCLUDED WITHIN THE BOUNDARY OF THIS PLAT. DEDICATION OF PUBLIC UTILITY EASEMENTS ALONG INTERVAL LINES ARE REQUIRED DURING SITE DEVELOPMENT AND SHALL BE APPROVED BY PEDERNALES ELECTRIC COOPERATIVE, INC.
13. THIS PROJECT IS SUBJECT TO THE VOID AND WATER FLOW MITIGATION RULE (CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL AND CITY OF AUSTIN STANDARD SPECIFICATION MANUAL).
14. WATERWAY SETBACKS AS DEFINED BY THE LAND DEVELOPMENT CODE MAY BE LOCATED ON THIS PROPERTY. DEVELOPMENT IS LIMITED WITHIN WATERWAY SETBACKS.
15. THE PRESENCE OF A CRITICAL ENVIRONMENTAL FEATURE ON OR NEAR A PROPERTY MAY AFFECT DEVELOPMENT. ALL ACTIVITIES WITH THE CEF BUFFER MUST COMPLY WITH THE CITY OF AUSTIN CODE AND CRITERIA. THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE; CONSTRUCTION IS PROHIBITED; AND WASTEWATER OR IRRIGATION IS PROHIBITED.
16. BY APPROVING THIS PLAT, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF THE LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR OWNERS OF THE LOTS. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS AND/OR CERTIFICATES OF OCCUPANCY.
17. ACCESS TO SH 45 FROM LOT 1, BLOCK "A" IS PROHIBITED, EXCEPT AS GRANTED IN DOCUMENT NO. 2001105272. ACCESS TO SH 45 FROM LOT 2, BLOCK "A" AND LOT 3, BLOCK "A" IS PROHIBITED EXCEPT BY 40'-FT ACCESS EASEMENT.
18. DIRECT ACCESS TO F.M. 1626 IS PROHIBITED BY LOT 1, BLOCK "A", EXCEPT VIA A SHARED DRIVE WITHIN A 40'-FT ACCESS EASEMENT (PROVIDED FOR ACCESS TO FM 1626 FOR ALL LOTS).
19. WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT PURSUANT TO THE LAND DEVELOPMENT CODE.

GENERAL NOTES CONTINUED:

20. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
21. PUBLIC SIDEWALKS, BUILT TO THE CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS AND AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT, ONCE THE ADJACENT ROADWAY IS IMPROVED WITH CURB AND GUTTER: FM 1626. THE SIDEWALKS ALONG FM 1626 ARE SUBJECT TO THE APPROVAL OF THE STATE DEPARTMENT OF TRANSPORTATION AT THE SITE PLAN PHASE. THE REQUIRED SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. SIDEWALKS HAVE ALREADY BEEN CONSTRUCTED ALONG SH 45. TxDOT SHALL MAINTAIN ALL PUBLIC SIDEWALKS WITHIN TxDOT ROW.
22. MAINTENANCE OF THE JOINT USE DRIVEWAY SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS SERVED BY THE JOINT USE DRIVEWAY.
23. THE MAXIMUM PORTION OF ANY COMMERCIAL, MULTI-FAMILY, OR SINGLE FAMILY/DUPLEX LOT THAT MAY BE ESTABLISHED AS TURF OR LANDSCAPED IS 15 PERCENT. HOWEVER, NO LOT SHALL BE RESTRICTED TO LESS THAN 2000 SQUARE FEET OF TURF OR LANDSCAPED AREA. UNDISTURBED NATURAL AREAS OR AREAS RESTORED TO NATURAL CONDITIONS SHALL NOT BE CONSIDERED LANDSCAPING OR TURF.
24. ALL ACTIVITIES WITHIN THE CEF BUFFER MUST COMPLY WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE. THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICAL; CONSTRUCTION IS PROHIBITED; AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.
25. A DRIVEWAY PERMIT FROM TxDOT IS REQUIRED PRIOR TO ANY CONSTRUCTION OF ANY DRIVEWAY TO STATE HIGHWAY FACILITIES.
26. PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY FOR ANY LOT WITHIN THIS SUBDIVISION, MINIMUM OF 2.207-ACRES OF 1:1 CEF WETLAND AND CEF BUFFER MITIGATION IS REQUIRED FOR IMPACTS TO A WETLAND AND CEF PREVIOUSLY LOCATED ON LOT 2 AND ASSOCIATED CEF SETBACK LOCATE ON LOTS 1, 2, AND 3. THE MITIGATION SHALL BE COMPLETED CONCURRENTLY WITH ANY CONSTRUCTION OR DEVELOPMENT ON LOTS 1, 2, OR 3, AND SHALL BE COMPLETED PRIOR TO FINAL APPROVAL OF ANY DEVELOPMENT. CEF MITIGATION SHALL BE COMPLETED WITHIN THE DESIGNATED AREA ON LOT 1 WITHIN EXISTING 150-FT CEF BUFFER (NOT INCLUDING AREA WITHIN CEF). 1.282-AC DRAINAGE EASEMENT & 2.993-ACRES OF FUTURE RETENTION IRRIGATION AREA MEETING CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL (ECM) MITIGATION REQUIREMENTS. THE FUTURE DIVERSION CHANNEL LOCATED WITHIN THE 1.282-AC CHANNEL IS REQUIRED TO BE DESIGNED FOR FULLY VEGETATED CONDITIONS ACCORDING TO NATURAL CHANNEL DESIGN PRINCIPLES TO COUNT TOWARDS THE 1:1 CEF MITIGATION.
27. ALL DRAINAGE LOTS/EASEMENTS MUST COMPLY WITH THE COA DCM TO BE OF SUFFICIENT WIDTH TO PROVIDE CONTINUOUS ACCESS FOR THE OPERATION, MAINTENANCE, OR REPAIR OF A DRAINAGE FACILITY OR CONVEYANCE OF STORMWATER. A MINIMUM OF 25 FT. IN WIDTH FOR AN OPEN DRAINAGE SYSTEM; OR A MINIMUM OF 15 FT. IN WIDTH FOR AN ENCLOSED DRAINAGE SYSTEM.
28. NO CUT OR FILL ON ANY LOT MAY EXCEED EIGHT FEET, EXCLUDING DRIVEWAYS, A BUILDING STRUCTURE'S FOOTPRINT, OR A PARKING AREA FOOTPRINT, IN ACCORDANCE WITH THE TRAVIS COUNTY CODE.
29. AS APPLICABLE, OBTAIN AND IMPLEMENT A STORMWATER POLLUTION PREVENTION PLAN (SWP3). THE SWP3 REQUIRES THE IMPLEMENTATION OF TEMPORARY AND PERMANENT BEST MANAGEMENT PRACTICES, INCLUDING EROSION AND SEDIMENT CONTROLS, FOR PROTECTION OF STORMWATER RUNOFF QUALITY, IN ACCORDANCE WITH THE TRAVIS COUNTY CODE.
30. A TRAVIS COUNTY SITE DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
31. NO RESIDENTIAL USES SHALL BE CONSTRUCTED IN THIS SUBDIVISION UNLESS AND UNTIL PARKLAND FEES ARE PAID FOR ANY APPLICABLE RESIDENTIAL UNITS.
32. WITHIN A SIGHT LINE EASEMENT, ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS OR ANY OTHER OBJECT, WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD, IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE TRAVIS/HAYS COUNTY COMMISSIONERS COURT AT THE OWNERS' EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUND OF SUCH EASEMENT AT ALL TIMES.
33. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITH THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (a) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (b) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENTS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
34. HAYS COUNTY NOTES:
 - A. ALL CULVERTS IN HAYS COUNTY, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
 - B. MAIL BOXES PLACE WITHIN HAYS COUNTY ROW SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.
 - C. HAYS COUNTY DOES NOT TAKE RESPONSIBILITY FOR SIDEWALK MAINTENANCE.

TRAVIS COUNTY ON-SITE WELL PROGRAM PLAT NOTES: SUBDIVISIONS UTILIZING ON-SITE WELL SYSTEMS

35. THE DRILLING OF MORE THAN ONE WELL ON EACH LOT IS PROHIBITED UNLESS APPROVED BY THE COUNTY. THE WELL MUST BE DRILLED AND OPERATIONAL BEFORE PREMISES ARE OCCUPIED. WELLS CANNOT BE COMPLETED IN THE COLORADO RIVER ALLUVIUM.

GENERAL NOTES CONTINUED:

TRAVIS COUNTY ON-SITE WELL PROGRAM PLAT NOTES: SUBDIVISIONS UTILIZING ON-SITE WELL SYSTEMS CONT.

36. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED WATER SYSTEM OR PRIVATE WELL.
37. NO WATER WELL IN THIS SUBDIVISION SHALL BE LOCATED WITHIN 150 FEET OF THE SUBDIVISION BOUNDARY WITHOUT THE CONSENT OF THE ADJOINING LANDOWNER(S).
38. THE WATER SUPPLY FOR THIS SUBDIVISION WILL BE SERVED BY A PUBLIC WATER SUPPLY USING GROUNDWATER WELL(S). WATER WELLS IN THIS AREA HAVE DEMONSTRATED HISTORICALLY THAT WATER MAY OR MAY NOT BE READILY AVAILABLE AT ALL TIMES. INFORMATION ON THE AVAILABLE SUPPLY OF GROUNDWATER AND ITS QUALITY IS AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THIS SUBDIVISION IS AVAILABLE IN THE OFFICE OF THE COUNTY CLERK OF TRAVIS COUNTY GOVERNMENT COUNTY, TEXAS 482.204(C)(25)(D).
39. THE USE OF GROUNDWATER FROM A WELL IN THE SUBDIVISION TO SUPPLY SOURCES OTHER THAN THE SUBDIVISION IS PROHIBITED, EXCEPT IN THE EVENT OF FIRE OR OTHER EMERGENCY THE COUNTY DETERMINES TO BE TEMPORARY (482.214).
40. THE OCCUPANCY OF ANY LOT IS PROHIBITED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE OF ADEQUATE AND SUFFICIENT SUPPLY FOR THE PROPOSED DEVELOPMENT. THE OCCUPANCY OF ANY LOT IS PROHIBITED UNTIL CONNECTED TO AN APPROVED TCEQ PUBLIC WATER SUPPLY SYSTEM (SEE 230.9(A)(2)(A-K) OF THE TCEQ SUBDIVISION REGULATIONS; ((482.204(C)(19)).
41. EACH LOT SHALL HAVE ACCESS TO THE APPROVED PUBLIC WATER SUPPLY.
42. A TRAVIS COUNTY APPROVED MONITORING SYSTEM MUST BE INSTALLED AND MAINTAINED.

VICKY KENNEDY, P.G., CFM
HYDROGEOLOGIST
TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES:

45. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR PRIVATE ON-SITE WASTEWATER (SEPTIC) SYSTEM THAT HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
46. THIS SUBDIVISION IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF CHAPTER 448, TRAVIS COUNTY CODE, RULES OF TRAVIS COUNTY, TEXAS FOR ON-SITE SEWAGE FACILITIES. THESE RULES REQUIRE, AMONG OTHER THINGS, THAT A CONSTRUCTION PERMIT BE OBTAINED FROM TRAVIS COUNTY BEFORE AN ON-SITE SEWAGE FACILITY CAN BE CONSTRUCTED, ALTERED, MODIFIED, OR REPAIRED IN THE SUBDIVISION AND THAT A LICENSE TO OPERATE BE OBTAINED FROM TRAVIS COUNTY BEFORE AN ON-SITE SEWAGE FACILITY CAN BE OPERATED IN THE SUBDIVISION.
47. EACH RESIDENTIAL LOT IN THIS SUBDIVISION IS RESTRICTED TO NO MORE THAN ONE SINGLE FAMILY DWELLING PER ACRE.
48. THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

BRANDON COUCH, D.R., #050029465
ON-SITE WASTEWATER, TRAVIS COUNTY TNR

SERVICE PROVIDERS:
WATER: CITY OF AUSTIN - PROPOSED GROUNDWATER WELLS
WASTEWATER: CITY OF AUSTIN - PROPOSED SEPTIC SYSTEM
ELECTRIC: PEDERNALES ELECTRIC COOPERATIVE, INC.
ESD: HAYS COUNTY ESD 2 & 6, TCEQD 5
ISD: AISD & HAYS CONSOLIDATED ISD
GCD: HAYS-TRINITY GROUNDWATER CONSERVATION DISTRICT & BARTON SPRINGS EDWARD AQUIFER CONSERVATION DISTRICT

GRAGG SUBDIVISION

CSCI		CAPITAL SURVEYING COMPANY INCORPORATED
1000 Capital of Texas Highway South Building B, Suite 115 Austin, Texas 78748 (512) 357-4008		FILE REGISTRATION No. 101387-G
DRAWN BY: BJM	SCALE: 1" = 100'	F.B.
JOB NO.: 18539.1	DATE: MARCH 29, 2019	SHEET NO.: 4 OF 4
DRAWING NO.: 18539P1	CRD #: 18539	



REQUEST FOR VARIANCE APPLICATION PACKET

NOTICE TO APPLICANTS: IT IS YOUR RESPONSIBILITY TO THOROUGHLY READ AND UNDERSTAND THIS APPLICATION PACKET AND TO PROVIDE ALL INFORMATION REQUIRED HEREIN BEFORE THIS APPLICATION WILL BE ACCEPTED. INCOMPLETE APPLICATIONS WILL BE RETURNED.

WHAT IS A VARIANCE?

A variance is an adjustment in the application of the Hays County Development Regulations to a specific project based on special conditions or circumstances peculiar (unique) to the project where a literal enforcement of the Regulations will result in unnecessary hardship. A variance is in the nature of a waiver of the strict letter of the Regulations but in substantial compliance with them and without sacrificing their spirit and purpose where the variance is necessary to allow the property owner to enjoy the same or similar rights enjoyed by other similarly submitted applications for Development Authorizations.

WHO MAY SEEK A VARIANCE?

Variances may be requested by the Owner of the Subject Property (the holder(s) of a legal or equitable interest in real property as shown by the deed records of Hays County) or the Applicant (the person seeking approval of an Application on behalf of an Owner). If an application is submitted by an Applicant other than the Owner, the Owner must certify that the Applicant has his permission to submit the application on his behalf.

ON WHAT GROUNDS MAY I SEEK A VARIANCE?

Variances may be granted from any provision of the Hays County Development Regulations when the public interest or the requirements of justice demands relaxation of the strict requirements thereof or to avoid a regulatory taking. However, the Commissioners Court cannot grant any variance that conflicts with State or Federal law.

UNDER WHAT CIRCUMSTANCE MIGHT A REQUEST FOR VARIANCE NOT BE GRANTED?

Pecuniary hardship standing alone shall not be deemed to constitute undue hardship.

HOW DO I APPLY FOR A VARIANCE?

1. **COMPLETE THE APPLICATION FOR A VARIANCE:** After reviewing the entire Application packet carefully, prepare all the information requested on the Application. A complete Application must include all the information listed therein.
2. **SUBMIT APPLICATION:** Submit all the required application materials, along with a Subdivision Plat Submittal Form or Application for Development Authorization, to the Hays County Environmental Health Department at 1251 Civic Center Loop, San Marcos, Texas. The Environmental Health Department staff cannot accept an incomplete application..

HOW LONG DOES IT TAKE TO COMPLETE THE VARIANCE PROCESS?

Variances are approved along the same timeline as the Applicant's Subdivision Plan Submittal or Application for Development Permit. Refer to those application packets for more information. If the Planning or Environmental Health Divisions determine that a proposed administrative variance does not or may not meet the criteria identified in Sec. 701.08.06 of the Regulations, approval of such proposed administrative variance will be deferred to the Commissioners Court.

HOW MUCH DOES A VARIANCE REQUEST COST?

A fee of \$100.00 must be paid at the time of the application is submitted and is non-refundable even if the application is denied.



REQUEST FOR VARIANCE Hays County, Texas

To be included with Plat Submittal
or Application for Development Authorization

For Office Use Only

Tracking Number: _____
Date App. Received: _____
Precinct # in which located: _____

INSTRUCTIONS: Complete all questions in this application. If an item does not apply, indicate by placing "NA" in the blank. Do not leave any blank empty.

OWNER INFORMATION:

Property Owner's Full Legal Name: East Gragg, LP
Property Owner's Mailing Address: 1010 W. MLK Jr Blvd, Austin, TX 78701
Home Phone: _____ Work Phone: (512) 481-0404
Cell Phone: _____ e-Mail Address: bwalters@watersw.com

IF APPLICABLE: Owner hereby gives LJA Engineering, Inc. permission to seek the variance stated herein, and any appeals thereof, if necessary, and to represent him/her at the meeting of the Hays County Commissioners Court.

I hereby certify that the above statements are true and correct to the best of my knowledge.


Owner's Signature

STATE OF TEXAS
COUNTY OF TRAVIS

Subscribed and sworn to before me this 7th day of June, 20 22

(seal)




Notary Public

My Commission expires: 11.19.24

APPLICANT INFORMATION (if different from Owner):

Applicant's Full Legal Name: Danny Miller, P.E.
Applicant's Mailing Address: LJA Engineering, 7500 Rialto Blvd, Bldg 2, Ste 100, Austin, TX 78735
Home Phone: _____ Work Phone: (512) 439-4700
Cell Phone: _____ e-Mail Address: DMiller@LJA.com

PROPERTY INFORMATION:

Proposed Name of Subdivision (if applicable): Gragg Subdivision
911 street address for the Subject Property, if established: _____

Legal description:

Lot _____, Block _____, Subdivision _____, Sec _____, Phase _____

If not located in a subdivision: Survey John G. McGeehee No. 6, Abstract No. 17 and Walker Wilson League No. 2

Abstract _____, Recorded (Vol/Page) Doc #21049132 and 21049133

Hays Central Appraisal District Property ID Number: R123719 and R142021 and Travis County Parcel 352069 and 35207

This number can be obtained by searching the on-line property records for the Subject Property at www.hayscad.com or by calling the HCAD at (512) 268-2522.

Hays County Precinct in which the subject property is located: 4

This information can be obtained by calling (512) 393-2190.

ACTION REQUESTED:

- ☐ Administrative Variance as follows (check all that apply):
- ☐ Variance in the design and construction associated with a Flood Hazard Area Permit (FHAP) issued under Chapters 711 and 735 of the Regulations that does not result in a change of classification for the FHAP.
 - ☐ Variance in the design, construction, and operation for an OSSF permitted under Chapters 711 and 741 of the Regulations that is specifically authorized under TCEQ regulations and involves minimum lot size requirements under County regulations for existing residential OSSFs that are required to be re-certified.
 - ☐ Variance in the design, construction, and operation of a Manufactured Home Rental Community permitted under Chapters 711 and 745 of the Regulations that involve roadway alignments and widths.
 - ☐ Variance in the alignment, design, and materials of construction for Minor County Facility Use permits issued under Chapters 711 and 751 of the Regulations that otherwise comply with those Chapters.
 - ☐ Variance for Conservation Developments issued under Chapter 765 of the Regulations as allowed in Sec. 701.8.05 (1) through (8).
- ☒ Variance of the Regulations as they apply to the subdivision of property in Hays County.
- ☐ Other (specify): _____

All Applicants complete the following:

Seeking a variance from the Hays County Development Regulations as follows (attach additional sheets if necessary):

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
5.05(B)	Flag lots not permitted, except if approved by the Commissions Court as consistent with the intent and spirit of Development Regulations	

wd

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements

HARDSHIP FINDINGS (attach additional sheets if necessary):

1. Describe the actual situation of the Subject Property and any special or unique condition(s) found thereon which may cause unusual and practical difficulty or unnecessary hardship if Applicant is made to comply with strict enforcement of the Development Regulations:

This subdivision is within Hays County and Travis County. Travis County is requiring the flag lot as a condition of approval.

2. Describe how strict enforcement of the provisions of the Development Regulations that are sought to be varied will (a) deny the Applicant the privileges or safety commonly enjoyed by neighboring or similarly situated property in Hays County with similarly timed development and (b) deprive the Applicant the reasonable use of his land, and that failure to approve the variance would result in undue hardship to the Applicant and/or a regulatory taking:

The flag strip is required due to the natural drainage patterns of the property, which are dictating proposed drainage improvements that prevent Lot 2 from being able to meet the requirements.

3. Described how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the orderly development of the land in the area in accordance with the Development Regulations:

The flag lot is solely to meet Travis County requirements and will not be used for access or as a driveway.

4. The hardship sought to be avoided is NOT the result of (a) the Applicant's own actions (self-imposed or self-created) and/or (b) economic or financial hardship because:

The hardship creating this request is due to the natural drainage patterns on the property.

5. Describe how the variance will improve the functionality of the development on the Subject Property:

The variance will allow the development to meet City and County drainage and water quality regulations; and, allow the development to share a common access drive.

6. Describe how the variance will improve the viability or sustainability of the conservation space for the purposes for which it is set aside, if applicable:

Not applicable.

7. Describe how the variance will resolve a conflict between the provisions of the Development Regulations and any other applicable governmental requirements (specify the source of the other requirements):

This variance will allow the project to comply with City and County driveway and water quality regulations by constructing a shared storm water facility for all lots in a more efficient and sustainable manner.

PRE-SUBMITTAL CHECKLIST

CHECK EACH ITEM TO INDICATE THAT IS HAS BEEN COMPLETED. IF AN ITEM DOES NOT APPLY, INDICATE BY PLACING "NA" IN THE CHECK BOX.

- ☒ Completed Subdivision Plat Submittal Form or Application for Development Authorization.
- ☒ Review fee. Make checks payable to the "Hays County Treasurer" and write your Driver's License Number on the check. Type I - Administrative Variance = \$100.00
- ☐ Other - List any other supplemental information submitted with this Application:

(application already in process as #PLN-1726-NP)

WA

OWNER'S/APPLICANT'S CERTIFICATION:

I hereby certify that I have carefully read the complete application and know the same is true and correct. I hereby agree to comply with all provisions of local, State, and Federal Laws whether they are herein specified or not. As the Owner of the above property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspections and to take all other actions necessary to review and act upon this Application.

Print Name

*William S. Wacker III, President of
Lukers Inc., General partner of Eastbrook,
L.P.*

STATE OF TEXAS §
COUNTY OF HAYS §

Subscribed and sworn to before me this 7th day of June, 20 22.

(seal)



Christine Figari
Notary Public, State of Texas

My Commission expires: 11.19.24



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Judge Andy Cable

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the Justice of the Peace, Precinct 3 Office to hire the Justice Clerk slot 0855-009 position at the 14th percentile effective July 18, 2022. **SHELL/CABLE**

Summary:

The JP 3 Office has a candidate for the vacant Justice Clerk position with over 18 years of administrative experience, including working for other municipality and state agencies. She has extensive experience in data entry of confidential documents, customer relations and is bilingual. Due to the candidates extensive work history, it is anticipated that training will be minimal, and her bilingual skills will be an asset to the office.

Fiscal Impact:

Amount Requested: \$532

Line Item Number: 001-628-00]

Budget Office:

Budget Amendment Required Y/N?: NO

Comments: Funding is available within the department operating budget due to attrition.

\$31,979	Requested Salary
\$29,887	Minimum Salary
\$ 2,092	Difference
\$ 461	Fringe
\$ 2,553	Annualized Total
\$ 532	FY22 Fiscal Impact

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Staff salaries and Fringe

New Revenue Y/N?: N/A

Comments:



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Vickie Dorsett

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize a not to exceed budget of \$27,750.00 for office furniture for the Magistration Division and Mental Health Specialty Court and amend the budget accordingly. **SHELL/MOORE/O'BRIEN**

Summary:

The Magistration Offices will move to the new Jail Facility on Uhland Road once the renovations are complete and will need the new office space furnished. Additionally, the newly created Mental Health Specialty Court will require office furniture for staff. The Purchasing Office is utilizing Tangram under the National Omnia Contract R#191811 to assist in obtaining the office furniture needed.

Fiscal Impact:

Amount Requested: \$27,750

Line Item Number: 001-645-00.5711_700

Budget Office:

Budget Amendment Required Y/N?: YES

Comments: Recommended funding source, County-Wide Miscellaneous Capital Improvements

Budget Amendment:

\$27,750 - Increase County Wide Office Equipment_Capital 001-645-00.5711_700

(\$27,750) - Decrease County Wide Misc. Capital Improvements 001-645-00.5741

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes

G/L Account Validated Y/N?: Yes, Office Equipment - Capital

New Revenue Y/N?: N/A

Comments:



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Kennedy

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to establish a system of payment by Hays County for Global Positioning System (GPS) monitoring as a condition of bonded release from the Hays County Jail. **SHELL/KENNEDY**

Summary:

Under some circumstances, arrestees that are considered a risk of Failure to Appear may be released from the custody of Hays County on condition that they wear an "ankle monitor" that provides a GPS location of the accused. An "ankle monitor" program has not been commonly utilized in Hays County, due to the costs associated with monitoring. However, in situations where the arrestee would otherwise remain incarcerated (particularly with the prevalence of outsourcing inmates to other counties) it is more fiscally prudent to facilitate an "ankle monitor" order from the magistrate by offering to pay for use of that device in lieu of absorbing the costs of incarceration, on a per diem basis.

Fiscal Impact:

Amount Requested: TBD

Line Item Number: TBD

Budget Office:

Budget Amendment Required Y/N?: TBD

Comments: ARPA funds have been set aside for expenses related to pre-trial diversion.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: TBD

G/L Account Validated Y/N?: TBD

New Revenue Y/N?:

Comments:



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By: Sheriff Gary Cutler
Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a Contract between Hays County and Texas State Sports Properties, LLC regarding sponsorship and advertising of the Hays County Sheriff's Office at Texas State University events; authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(7)(A) and amend the budget accordingly. **INGALSBE/CUTLER**

Summary:

Advertising at Texas State events and via the attached contract helps fulfill an initiative by Hays County to draw upon local candidates for employment with Hays County.

Attachment: Contract

Fiscal Impact:

Amount Requested: \$286,000 (4 Year Contract)
Line Item Number: 001-618-00.5448

Budget Office:

Budget Amendment Required Y/N?: YES
Comments: Funds for year 2 will need to be added to the FY23 budget process if approved.
Budget Amendment: FY22 (7/1 to 9/30/22)
\$16,750 - Increase Contract Services 001-618-00.5448
(\$16,750) - Decrease Staff Salaries 001-618-00.5021

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Pending Court's approval for a Discretionary Exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(A) "items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies"

G/L Account Validated Y/N?: Yes, Contract Services
New Revenue Y/N?: N/A
Comments:

Attachments

Contract-TXSU & Hays SO

Sponsor #: KR190191
Contract #: 691-233162
Date: July 01, 2022

Sponsor:

Hays County, a political subdivision of the State of Texas
c/o Hays County Sheriff's Office
Attn: Mike Davenport
801 S. Stagecoach Trail
San Marcos, TX 78666

Bill To:

Hays County Sheriff's Office
Attn: Mike Davenport
801 S. Stagecoach Trail
San Marcos, TX 78666

This Marketing and Sponsorship Agreement ("Agreement"), effective as of the date set forth above, between Sponsor and TEXAS STATE SPORTS PROPERTIES, LLC ("Provider"), relates to sponsorship opportunities and specific inventory items at Texas State University, solely with respect to its athletics department ("University"). Provider, University's designated multi-media rights holder, appreciates Sponsor's commitment to support and sponsor University. The parties agree as follows:

Benefits: Each Contract Year (as defined below) during the Term (as defined below), Provider will provide Sponsor the benefits described on **Exhibit A** ("Benefits").

Term: Unless sooner terminated as set forth herein, this Agreement's term shall be four (4) Contract Years, beginning effective 07/01/2022 and ending 06/30/2026 ("Term"). Either party may terminate this Agreement effective at the conclusion of any Contract Year (06/30) by, no later than February 1 of such Contract Year, providing the other party written notice of its desire to do so.

Sponsorship Fee:

<u>Contract Year</u>	<u>Cash Amount</u>
2022-2023	\$67,000.00
2023-2024	\$70,000.00
2024-2025	\$73,000.00
2025-2026	\$76,000.00

Additional Provisions:

1. No agency commission(s) or fee(s) are included in the above Cash Amount(s). Sponsor is solely responsible for paying each such Cash Amount(s) pursuant to the below Installment Billing Schedule.
2. "Contract Year" means July 1 through June 30 each year during the Term.
3. Sponsor has the first right of refusal to renew the Benefits listed on **Exhibit A** until 2/1 of the final Contract Year of the Term.
4. This Agreement is governed by the additional Terms and Conditions set forth on **Exhibit B**.

INSTALLMENT BILLING SCHEDULE

<u>Invoice Date</u>	<u>Invoice Amount</u>
7/1/2022	\$67,000.00
7/1/2023	\$70,000.00
7/1/2024	\$73,000.00
7/1/2025	\$76,000.00

Sponsor shall submit each payment by check or wire transfer. If Sponsor pays by check, then Sponsor shall send the check, together with a remittance or invoice identifying University and this Agreement, to the following remittance address, unless and until Provider directs otherwise: TEXAS STATE SPORTS PROPERTIES, LLC, c/o Learfield Communications, LLC, P.O. Box 843038, Kansas City, MO 64184-3038. If Sponsor pays by wire or funds transfer, then Sponsor shall request applicable account information from either Provider's chief financial officer or accounting department. With respect to processing Sponsor's payment(s) hereunder, Provider will not engage with any third-party payment processor (e.g., Ariba, PayModeX).

Terms: Due Net Ten (10) Days
Checks made payable to TEXAS STATE SPORTS PROPERTIES, LLC

AGREED AND ACCEPTED:

Hays County
c/o Hays County Sheriff's Office

TEXAS STATE SPORTS PROPERTIES, LLC

By:_____

By:_____

Name: Ruben Becerra

Name:_____

Title: Hays County Judge

Title:_____

Date:_____

Date:_____

Thank you for your business!
For billing inquiries, please contact Provider's Office of Accounts Receivable at (336) 831-0737.

Exhibit A

Benefits

<u>Provider</u>	<u>Sport</u>	<u>Product</u> <u>Intellectual</u> <u>Property</u>	<u>Item Name</u>	<u>Quantity</u>	<u>Events</u> <u>Season</u>
Texas State Sports Properties, LLC	All Sports		In-State Use of University Marks Description: Sponsor shall receive the right to utilize: Official Texas State Athletics Marks and Logos TEXAS STATE Word Mark Supercat Logo TXST Logo Mascot Logo Select Texas State Athletics images The non-exclusive designation as an “Official Sponsor of Texas State Athletics” Note: Sponsor agrees to request Texas State Athletics and Providers written approval prior to each instance where Sponsor wishes to utilize Official Texas State Athletics Marks, Logos, Images and/or Official Designation. Sponsor agrees to submit all requests in writing to Provider. Provider will consult with Texas State Athletics and reply to Sponsor in a timely manner. Use of Texas State Athletics Marks and Logos on promotional products and apparel must be coordinated through an officially licensed Texas State Athletics vendor. Sponsor may use University Marks only within (i) the state in which University’s main physical campus is located and (ii) a one hundred (100) mile radius of University’s main physical campus, to the extent such radius crosses a state boundary. With respect to any digital Benefits described herein, unless the parties mutually agree otherwise, (x) Sponsor may use University Marks only on inventory purchased through Provider’s and/or Sponsor’s owned channels and (y) Sponsor may not use University Marks in any way that conflicts with or impairs any relationship Provider or University has with a third party, including, but not limited to, any other sponsor	1	
Texas State Sports Properties, LLC	Email	Digital	E-Blast Description: One (1) custom E-Blast sent to approximately 350 Texas State Student Athletes Note: Sponsor message featured in email blast Embedded graphic hyperlinked to Sponsor’s preferred website Provider to deliver E-Blast specs to Sponsor Sponsor to deliver content to Provider Texas State Athletics Department of Compliance must approve content	1	1
Texas State Sports Properties, LLC	All Sports	Digital	Mascot Add On Description: Inclusion of Mascot in social content Note: One (1) hour photo shoot with Texas State’s Official Mascot, Boko the Bobcat, on-campus or local site Photos to be used in Sponsor’s Social Media Graphic Campaign	1	1
Texas State Sports Properties, LLC	Social Media	Digital	Graphic Description:	1	1

			Single graphic posted to social channel(s) packaged with paid social media impressions		
			Note: Graphic posted on Texas State Athletics Official Facebook Page Featuring photos of Texas State's Official Mascot, Boko the Bobcat Promoting Hays County Sheriff's Office careers Promotional post with paid media 75,000 impressions		
Texas State Sports Properties, LLC	Social Media	Digital	Athletics Social Feed(s) – Fan365 – 100,000 Impressions Description: 100,000 additional guaranteed social media impressions	1	Season
			Note: Add-on to boost Social Media Graphic Campaign		
Texas State Sports Properties, LLC	All Sports	Promotions	Custom Video Shoot - Standard Description: Custom Video Shoot on the Texas State University campus or local facility	1	1
			Note: One (1) Hour Video Shoot Provider to provide videographer Video to be used to create :30 Second Commercial Includes one (1) round of video edits		
Texas State Sports Properties, LLC	All Sports	Digital Streaming	75 Game Video Stream Package (ESPN+) Description: 75 ESPN+ regular season game broadcasts which may including Volleyball, Soccer, Men's Basketball, Women's Basketball, Baseball and Softball	1	Season
			One (1) :30 Second In-Game Commercial Spot		
			One (1) In-Game Live Feature Texas State Lineup or similar		
Texas State Sports Properties, LLC	Fan365	Digital	Fall Fan365 Local Display Banner Campaign Description: Fan365 for season long digital display media campaign targeting school fans in the local geography	1	Season
			Note: Co-branded banner ads 250,000 guaranteed impressions Includes delivery on OAS Campaign reporting includes impressions and clicks		
Texas State Sports Properties, LLC	Football	Signage	Ribbon Board LED - Entire Description: LED signage display on all rotational ribbon boards for all regular season home games	1	Season
			Note: Custom animation promoting Hays County Sheriff's Office careers		
			Provider shall be responsible for the initial cost of LED signage animation production and installation		
			Should Sponsor's logo or other changes need to be made to LED signage during the Term, Sponsor shall be liable for replacement cost of LED signage animation production and installation		
Texas State Sports Properties, LLC	Basketball - Men's	Display/Sampling	Onsite Display/Activation Description:	1	2

			<p>On-site tabling opportunity in the University Events Center Concourse for two (2) regular season home games</p> <p>Note: Provider to share available dates prior to season Sponsor to select tabling dates Table and chairs provided by Texas State Sports Properties Sponsor agrees to comply with all Texas State University and Texas State Sports Properties policies and scheduling protocols</p>		
Texas State Sports Properties, LLC	Baseball	Display/Sampling	<p>Onsite Display/Activation</p> <p>Description: On-site tabling opportunity in the Bobcat Ballpark Courtyard for two (2) regular season home games</p> <p>Note: Provider to share available dates prior to season Sponsor to select tabling dates Table and chairs provided by Texas State Sports Properties Sponsor agrees to comply with all Texas State University and Texas State Sports Properties policies</p>	1	2
Texas State Sports Properties, LLC	Baseball	Promotions	<p>In-Stadium Promotion</p> <p>Description: In-Stadium Promotion for four (4) regular season home games</p> <p>Note: “Fast Ball presented by Hays County Sheriff’s Office” Fastest pitch contest between two (2) contestants Graphics and live action on Video Board Public Address Announcer Live Read including “Apply for a career with Hays County Sheriff’s Office” or similar Winner receives a Sheriff’s Badge, signed TXST Baseball and \$25 Gift Card Provider to provide all signed TXST Baseballs, Badges and \$25 Gift Cards Sponsor to provide radar gun and Hays County Sheriff’s Uniform</p>	1	4

Exhibit B

Terms and Conditions

University Marks. To the extent Benefits include the right to make use of University's names, logos, trademarks, service marks, trade names or other identifying indicia ("University Marks"), Sponsor shall provide Provider, for prior review and approval, all proposed uses of University Marks and examples thereof. Sponsor shall use University Marks only (i) in the exact form, manner and context Provider approves in writing and (ii) as further detailed on **Exhibit A**. **Sponsor may not use University Marks in connection with the name, image or likeness ("NIL") of any current student athlete, unless otherwise set forth on Exhibit A and, then, only to the extent explicitly set forth thereon.** Sponsor must obtain all promotional premium products bearing University Marks from a Provider-approved licensed provider, which shall be responsible for assuring such products comply with all applicable University licensing requirements (including, but not limited to, compliance with applicable licensing-royalty payments).

Sponsor acknowledges University Marks are and will remain the exclusive property of University, which is the sole owner of University Marks and their associated goodwill, and Sponsor, by reason of this Agreement or otherwise, has not acquired any right, title, interest or ownership claim to them. Each of Sponsor's uses of University Marks, and any and all goodwill arising from each such use, inures solely to University's benefit.

Insurance. At all times during the Term, Sponsor shall carry (i) general liability risk pool insurance with a minimum combined single limit for each occurrence of at least Three Hundred Thousand Dollars (\$300,000.00) (ii) and workers' compensation insurance, as required by applicable law. Each of Sponsor's automobile liability policy, general liability policy and umbrella liability policy is to (a) be written on a primary and non-contributory basis and (b) name as additional insureds Provider and its parent, subsidiary and affiliated companies, including their respective directors, officers, employees and agents. Under each policy listed above, a waiver of subrogation will be included in favor of Provider and its parent, subsidiary and affiliated companies, including their respective directors, officers, employees and agents. Sponsor will be responsible for paying any deductible or retention under its policies. Upon request, Sponsor shall furnish Provider certificates of insurance evidencing its compliance with this section's provisions.

Benefits. Unless otherwise specifically stated on **Exhibit A** or elsewhere in this Agreement, all Benefits are for the regular season only. If, for any reason other than Sponsor's fault, Provider is unable to provide Sponsor with any Benefit(s), then Provider will notify Sponsor and offer Sponsor make-good benefits in lieu of the Benefit(s) Provider is unable to provide Sponsor ("Alternative Make-Good Benefits"). Alternative Make-Good Benefits will not, however, include tickets, hospitality, catering or similar benefits that involve an out-of-pocket cost to Provider. Alternative Make-Good Benefits will be subject to Sponsor's approval, which approval will not be unreasonably withheld, delayed or conditioned. Until such

time as Alternative Make-Good Benefits are agreed upon, Sponsor will continue to pay the full Sponsorship Fee to Provider as set forth above. If the parties are unable to agree on Alternative Make-Good Benefits, then such disagreement will not be considered a breach of this Agreement and this Agreement will not terminate, but rather the Sponsorship Fee to be paid by Sponsor will be adjusted to reflect the Benefit(s) not available to Sponsor.

University Notice. If Provider is advised by University that Provider no longer has the right to provide Sponsor all the Benefits ("University Notice"), then Provider will have the option to terminate this Agreement at the end of the Contract Year for which the University Notice is applicable, with no further liability or obligations of either party under this Agreement thereafter, except for payment of the Sponsorship Fee still owed by Sponsor at the time of termination. If the University Notice requires Provider to terminate this Agreement prior to the end of the then-current Contract Year for which the University Notice is applicable, then this Agreement will terminate upon Provider's written notice to Sponsor and Sponsor will (i) receive a *pro rata* refund of the Sponsorship Fee equal to the value of Benefits not yet received as a result of the termination or (ii) pay Provider for Benefits received but not yet paid for, but in no event will either party have any further liability or obligation to the other party under this Agreement. In the event of this Agreement's termination as a result of a University Notice, Sponsor will have no obligation to pay the Sponsorship Fee for the period after the effective termination date. Notwithstanding the foregoing, in lieu of this Agreement terminating because of a University Notice, Provider and Sponsor may negotiate for a period of thirty (30) days following Provider's receiving the University Notice in order to determine whether alternative benefits can be offered to Sponsor and, if offered, whether they are acceptable to Sponsor ("Alternative Benefits"). If Alternative Benefits are offered and accepted, then this Agreement will not terminate as a result of the University Notice but instead will remain in full force and effect with the Alternative Benefits. Notwithstanding any other provision herein, whether either party agrees to Alternative Benefits or an amendment to this Agreement is within the party's sole discretion.

Preparation of Promotional/Sponsorship Materials. Provider is responsible for providing publication space or spot-advertisement locations for Sponsor-prepared promotional/sponsorship recognitions or advertising. Advertising production, video or graphics production, talent charges and service charges, if any, are not covered under this Agreement and remain Sponsor's sole responsibility, but Sponsor can obtain from Provider any such services for an additional service fee. Sponsor is responsible for timely submitting to Provider its advertisements, promotional/sponsorship recognitions, graphics, LED designs, video-board features, Internet displays and/or any other creative materials, as applicable, for Benefits ("Sponsorship Materials"). Sponsorship Materials (whether provided by Sponsor or on its behalf) are subject to Provider's written approval, which approval will not constitute approval as to

conformity with any federal, state or local laws or regulations. If, by the deadline date (which Provider will provide Sponsor), Provider has not received from Sponsor its applicable Sponsorship Materials for publication, distribution or display, or if, after the deadline date, Sponsor submits to Provider copy corrections of applicable Sponsorship Materials, then Provider will not be obligated to publish Sponsorship Materials (or corrected Sponsorship Materials, as the case may be). Provider's failure to publish Sponsorship Materials (or corrected Sponsorship Materials) due to Sponsor's failure to meet the deadline date, however, in no way will relieve Sponsor of any of its obligations and duties under this Agreement, including its obligation to submit payments in full, as set forth in the Installment Billing Schedule. Sponsor shall indemnify, defend and hold harmless Provider and University, and each of their parents, subsidiaries, affiliates, officers, trustees, employees and agents, from and against any and all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from Provider's publishing Sponsorship Materials, or any parts thereof, in the form or format Sponsor (or its agent) provides, approves or requests.

Compliance. In connection with Sponsor's activities hereunder, during the Term, Sponsor shall comply with the policies, rules and regulations of University and any athletics conference to which University belongs (as Provider may provide Sponsor from time to time), as well as the National Collegiate Athletic Association's ("NCAA") constitution, bylaws and rules (publicly available at www.ncaa.org). Sponsor shall indemnify, defend and hold harmless Provider and University, and each of their parents, subsidiaries, affiliates, officers, trustees, employees and agents, from and against any and all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from Sponsor's (or its agent's) breach or alleged breach of this section's provisions.

Effect of Breach. If Sponsor fails to make a payment by such payment's due date, as set forth in the Installment Billing Schedule (and fails to cure any such non-payment within ten (10) days after receiving from Provider written notice with respect thereto), then Provider reserves the right to suspend delivery (or provision) of Benefits to Sponsor and/or to terminate this Agreement, effective upon written notice from Provider to Sponsor. If Sponsor breaches the University Marks section (including, without limitation, any unauthorized use of University Marks) or the Compliance section, then Provider reserves the right to terminate this Agreement effective upon written notice from Provider to Sponsor. If Provider terminates this Agreement before the Term concludes due to Sponsor's uncured breach, then Sponsor will remain liable for all payments due under this Agreement whether accruing before or after such termination. Sponsor agrees and acknowledges that, in the event of such uncured breach, Provider will be a lost volume seller and, as such, will have no obligation to mitigate its damages hereunder.

Cross-Default. In the event of an uncured breach in any agreement other than this Agreement between Sponsor and Provider or any affiliate of Provider, Provider will have the right to terminate this Agreement effective upon written notice to Sponsor.

Limitation of Liability. In no event will either party be liable for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party alleged to be liable has knowledge of the possibility of such damages, whether under contract, tort (including negligence), strict liability or any other theory of liability; provided, however, nothing shall limit Provider's right to seek full payment of the Sponsorship Fee (without any obligation to mitigate) due to Sponsor's material breach hereunder. Provider will not, under any circumstances, be liable for any amount in excess of the total Sponsorship Fee actually paid to Provider in the twelve (12) months prior to the date any claim is asserted.

Unforeseen Events. If, due to public emergency or necessity, epidemic or pandemic, legal restrictions, labor disputes, strikes, boycotts, acts of God or similar reasons, including, but not limited to, mechanical or technological breakdowns beyond its control and without its fault, Provider is unable to perform any of its obligations hereunder, then Provider will not be liable to Sponsor, except to the extent of providing Sponsor suitable mutually agreed upon Alternative Make-Good Benefits. Until such time as Alternative Make-Good Benefits are agreed upon, Sponsor will continue to pay the full Sponsorship Fee to Provider as set forth above. If the parties are unable to agree on Alternative Make-Good Benefits, then such disagreement will not be considered a breach of this Agreement and this Agreement will not terminate, but rather the Sponsorship Fee to be paid by Sponsor will be adjusted to reflect the Benefit(s) not available to Sponsor.

Late Payments/Sales or Other Taxes. All late payments are subject to a late payment fee of two percent (2%) per month or the highest rate allowed by law, particularly Chapter 2251 of the Texas Government Code, together with all costs and expenses of collection, including attorneys' fees and court costs. If any sales tax, use tax, gross receipts tax, service tax or other tax (other than Provider's income tax) is imposed in connection with any Benefits or payment hereunder, then Sponsor will pay such tax on or before the due date thereof and, if not otherwise paid, any unpaid amount thereof will be added to the invoice for the period that includes such due date.

Assignment. This Agreement is personal to Sponsor. Sponsor shall not sell, transfer or assign this Agreement, or any of Sponsor's rights hereunder, without Provider's prior written approval, and no rights will devolve by operation of law or otherwise upon any Sponsor assignee, receiver, liquidator, trustee or other third party. Any unauthorized assignment will be void and of no effect unless approved by Provider in writing. Subject to the foregoing, this Agreement will be binding upon any approved Sponsor assignee or successor, and this Agreement will inure to the benefit of Provider, its successors and permitted assigns.

Miscellaneous. This Agreement (i) sets forth the parties' entire understanding with respect to its subject matter, (ii) supersedes all prior negotiations and agreements, whether written or oral, between the parties concerning such subject matter and (iii) may be modified or amended only by a written instrument each party signs. Each party represents and warrants to the other party (a) the individual signing this Agreement on its behalf is duly authorized to do so and (b) no representations have been

made or relied upon other than those expressly provided for herein. This Agreement may be executed via delivery of a facsimile transmission or other commonly used electronic means (*e.g.*, via a PDF attachment) in one (1) or more counterpart, each of which will be deemed an original, but all of which, taken together, constitute one (1) and the same agreement. No party's agent, employee or other representative is empowered to alter any of this Agreement's terms unless via written instrument signed by the appropriate party's authorized officer or agent. A waiver by either party of any of this Agreement's terms or conditions in any instance will not be

deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. Notwithstanding the University Notice section, Provider may terminate this Agreement, effective immediately upon delivering to Sponsor written notice thereof, if Provider's University rights agreement is terminated for any reason; provided, however, Provider shall provide Sponsor a *pro rata* refund of any amounts paid for Benefits not yet received as of such effective termination date. This Agreement is governed by and construed in accordance with the laws of the state of Texas, without giving effect to its conflict of law rules.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By: Jeff McGill
Sponsor: Commissioner Ingalsbe
Co-Sponsor: Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the Information Technology Department to purchase additional printers and licenses related to Ticket Writers for the Constables Offices and amend the budget accordingly.

INGALSBE/SMITH/MCGILL

Summary:

The Constable Offices were approved funding for equipment upgrades and/or licenses for the IOS mobile platform during the FY23 budget process. The current ticket writers are at end of life and no longer supported by Microsoft or Brazos Technology. The following equipment is needed in order to complete the rollout and for full functionality:

Constable Pct. 1
\$4,260 - 2 Zebra Ticket Writers
\$1,138 - 2 Brother Printers
\$1,107 - Ticket Writer Chargers, Batteries, Paper

Constable Pct. 3
\$1,470 - 2 Brother Printers
\$ 837 - Ticket Writer Chargers, Batteries, Paper

Constable Pct. 4
\$6,390 - 3 Zebra Ticket Writers
\$ 564 - Ticket Writer Chargers, Batteries, Paper

Constable Pct. 5
\$2,176 - 2 PDA Ticket Writer License

Fiscal Impact:

Amount Requested: \$17,942
Line Item Number: Multiple

Budget Office:

Budget Amendment Required Y/N?: YES
Comments: Funds were budgeted in the IT budget for the Brazos Ticket Writer Platform build out and will be moved to the Constable's Office for needed equipment.

Budget Amendment:

(\$10,476) - Decrease IT Software Operating 001-680-00.5718_400
(\$ 7,466) - Decrease IT Equipment Maintenance 001-680-00.5411
\$5,398 - Increase Constable Pct. 1 Computer Eqpt_Ops 001-635-00.5712_400
\$1,107 - Increase Constable Pct. 1 Data Supplies 001-635-00.5202
\$1,470 - Increase Constable Pct. 3 Computer Eqpt_Ops 001-637-00.5712_400
\$ 837 - Increase Constable Pct. 3 Data Supplies 001-637-00.5202
\$6,390 - Increase Constable Pct. 4 Computer Eqpt_Ops 001-638-00.5712_400
\$ 564 - Increase Constable Pct. 4 Data Supplies 001-638-00.5202
\$2,176 - Increase Constable Pct. 5 Software_Ops 001-639-00.5718_400

Auditor's Office:
Purchasing Guidelines Followed Y/N?: Yes
G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

	Attachments
Tyler Technology Quotes	



INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 0
Third-Party Products	\$ 6,505
Other Cost	\$ 0
Travel	
Total One-Time Cost	\$ 6,505
Annual Recurring Fees/SaaS	\$ 0
Tyler Software Maintenance	\$ 0



Quoted By: Lisa McKenzie
Quote Expiration: 12/3/22
Quote Name: 2022-326866
TC77 Brother RuggedJet Printers

Sales Quotation For:

Hays County Sheriff

810 Stagecoach Trail

Hays County Law Enforcement

San Marcos, TX 78666-8217

Phone: +1 (512) 393-7878

Shipping Address:

Hays County Constable Pct 1

712 South Stagecoach Trail ATTN Marva Pearce

Hays County Law Enforcement

San Marcos, TX 78666-8217

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
TOTAL				\$ 0	\$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Enforcement Mobile					
TC77HL-5ME24BG-FT / Zebra EVM, HH, TC77, TAA Compliant, supports GSM + Verizon	2	\$ 1,615	\$ 3,230	\$ 0	\$ 0
Z1AE-TC77XX-5C00 / Zebra EVM, Warranty, TC77, 5 year	2	\$ 515	\$ 1,030	\$ 0	\$ 0
RJ4230BL / Brother, Printer, Rugged Jet 4, Bluetooth	2	\$ 569	\$ 1,138	\$ 0	\$ 0

207803-001 / Brother, Warranty, Rugged Jet, 3 year (Assure Premier Service; initial service plus three additional years).	2	\$ 149	\$ 298	\$ 0	\$ 0
PA-BT-006 / Brother, Acc-Printer, RJ4200 Series, Smart Battery, Li-Ion rechargeable	2	\$ 145	\$ 290	\$ 0	\$ 0
PA-BC-003 / Brother, RJ4200 Series, Charging Station for Single Battery (for use with PA-BT-006 battery)	3	\$ 109	\$ 327	\$ 0	\$ 0
LB3834 / Brother, Pocketjet, Rugged Jet, AC Charger	1	\$ 50	\$ 50	\$ 0	\$ 0
RDM02U5 / Brother, Rugged Jet, Paper, Thermal, premium, 36 rolls per case	1	\$ 142	\$ 142	\$ 0	\$ 0
TOTAL			\$ 6,505		\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 6,505	\$ 0
Summary Total	\$ 6,505	\$ 0

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;•Fees for hardware are invoiced upon delivery;•Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
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INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 0
Third-Party Products	\$ 2,307
Other Cost	\$ 0
Travel	
Total One-Time Cost	\$ 2,307
Annual Recurring Fees/SaaS	\$ 0
Tyler Software Maintenance	\$ 0



Quoted By:
Quote Expiration:

Lisa McKenzie
12/3/22

Quote Name:

2022-326868
Brother RuggedJet Printers

Sales Quotation For:

Hays County Sheriff

810 Stagecoach Trail

Hays County Law Enforcement

San Marcos, TX 78666-8217

Phone: +1 (512) 393-7878

Shipping Address:

Hays County Constable Pct 3

712 South Stagecoach Trail ATTN Marva Pearce

Hays County Law Enforcement

San Marcos, TX 78666-8217

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
TOTAL				\$ 0	\$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Enforcement Mobile					
RJ4230BL / Brother, Printer, Rugged Jet 4, Bluetooth	2	\$ 586	\$ 1,172	\$ 0	\$ 0
207803-001 / Brother, Warranty, Rugged Jet, 3 year (Assure Premier Service; initial service plus three additional years).	2	\$ 149	\$ 298	\$ 0	\$ 0

PA-BT-006 / Brother, Acc-Printer, RJ4200 Series, Smart Battery, Li-Ion rechargeable	2	\$ 147	\$ 294	\$ 0	\$ 0
PA-BC-003 / Brother, RJ4200 Series, Charging Station for Single Battery (for use with PA-BT-006 battery)	3	\$ 114	\$ 342	\$ 0	\$ 0
LB3834 / Brother, Pocketjet, Rugged Jet, AC Charger	1	\$ 59	\$ 59	\$ 0	\$ 0
RDM02U5 / Brother, Rugged Jet, Paper, Thermal, premium, 36 rolls per case	1	\$ 142	\$ 142	\$ 0	\$ 0
TOTAL			\$ 2,307		\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 2,307	\$ 0
Summary Total	\$ 2,307	\$ 0

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Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Comments

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- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
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INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 0
Third-Party Products	\$ 6,954
Other Cost	\$ 0
Travel	
Total One-Time Cost	\$ 6,954
Annual Recurring Fees/SaaS	\$ 0
Tyler Software Maintenance	\$ 0



Quoted By: Lisa McKenzie
Quote Expiration: 12/11/22
Quote Name: 2022-328223
Replacement TC77 Ticket Writers

Sales Quotation For:

Hays County Sheriff

810 Stagecoach Trail

Hays County Law Enforcement

San Marcos, TX 78666-8217

Phone: +1 (512) 393-7878

Shipping Address:

Hays County Constable Pct. 4

712 South Stagecoach Trail ATTN Marva Pearce

Hays County Law Enforcement

San Marcos, TX 78666-8217

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
TOTAL				\$ 0	\$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Enforcement Mobile					
TC77HL-5ME24BG-FT / Zebra EVM, HH, TC77, TAA Compliant, supports GSM + Verizon	3	\$ 1,615	\$ 4,845	\$ 0	\$ 0
Z1AE-TC77XX-5C00 / Zebra EVM, Warranty, TC77, 5 year	3	\$ 515	\$ 1,545	\$ 0	\$ 0
BTRY-TC7X-46MAH-01 / Zebra EVM, TC7X Battery	3	\$ 63	\$ 189	\$ 0	\$ 0

CBL-TC7X-USB1-01 / Zebra EVM, TC70, USB/Charge Cable-(req. addl. cables)	3	\$ 77	\$ 231	\$ 0	\$ 0
CBL-DC-383A1-01 / Zebra EVM, US DC Line Cord for Charging Cables	3	\$ 11	\$ 33	\$ 0	\$ 0
PWR-BUA5V16W0WW / Zebra EVM, TC7X, Power Supply for Charging Cables	3	\$ 29	\$ 87	\$ 0	\$ 0
50-16000-182R / Zebra EVM, US AC Line Cord, ungrounded	3	\$ 8	\$ 24	\$ 0	\$ 0
TOTAL			\$ 6,954		\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 6,954	\$ 0
Summary Total	\$ 6,954	\$ 0

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Print Name: _____ P.O.#: _____

Comments

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INVESTMENT SUMMARY

Tyler Software	\$ 1,700
Services	\$ 0
Third-Party Products	\$ 0
Other Cost	\$ 0
Travel	
Total One-Time Cost	\$ 1,700
Annual Recurring Fees/SaaS	\$ 119
Tyler Software Maintenance	\$ 357



Quoted By: Lisa McKenzie
Quote Expiration: 12/3/22
Quote Name: 2022-326875 Additional Licenses

Sales Quotation For:

Hays County Sheriff

810 Stagecoach Trail

Hays County Law Enforcement

San Marcos, TX 78666-8217

Phone: +1 (512) 393-7878

Shipping Address:

Hays County Constable Pct 5

712 South Stagecoach Trail ATTN Marva Pearce

Hays County Law Enforcement

San Marcos, TX 78666-8217

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Enforcement Mobile				
License				
REF License - PDA [2]	\$ 1,700	\$ 0	\$ 1,700	\$ 357
	Total	\$ 0	\$ 1,700	\$ 357
	TOTAL	\$ 0	\$ 1,700	\$ 357

Annual / SaaS

Description	Quantity	Fee	Discount	Annual
Enforcement Mobile				
Hosting Fee				
Hosting Fee	1	\$ 119	\$ 0	\$ 119
	TOTAL			\$ 119

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
TOTAL				\$ 0	\$ 0

Summary**One Time Fees****Recurring Fees**

Total Tyler Software	\$ 1,700	\$ 357
Total Annual	\$ 0	\$ 119
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 1,700	\$ 476

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____

P.O.#: _____

Comments

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- Expenses associated with onsite services are invoiced as incurred.

ASSUMPTION

"Tyler will invoice Client for the License Fees listed above upon delivery of the software. Maintenance and Hosting Fees listed above will be invoiced upon one (1) year from the effective date and annually thereafter on the anniversary of that date. The first year's maintenance and hosting fees are waived. All payment terms are net thirty (30) days."



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Sponsor:

Judge Becerra

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 real property associated with the POSAC-recommended 2020 Parks and Open Space Bond Projects. Possible discussion and/or action may follow in open court.

BECERRA

Summary

Additional information will be provided during Executive Session.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

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 real property owned by Hays County located at 401 Veterans Drive, Kyle in Pct.3. Possible discussion and/or action may follow in open court. **SHELL**

Summary



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property owned by Hays County located at Clovis Barker Road and Civic Center Loop, San Marcos in Pct.1. Possible discussion and/or action may follow in open court. **BECERRA**

Summary

Additional information will be presented in Executive Session.
