

**Commissioners Court July 14, 2020
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **14th day of July 2020**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held **concerning** the following subjects:

CALL TO ORDER

INVOCATION

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

ROLL CALL

PUBLIC COMMENTS

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

PRESENTATIONS & PROCLAMATIONS

1	4	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow. BECERRA
2	5	Presentation by Sheriff Gary Cutler regarding the Sheriff's Mobile App, TheSheriffapp.com. SMITH/CUTLER

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.

3	6	Approve payments of County invoices. VILLARREAL-ALONZO
4	7	Approve the payment of United Healthcare claims. VILLARREAL-ALONZO
5	8-13	Approve Commissioners Court Minutes of July 7, 2020. BECERRA/CARDENAS
6	14	Approve the payment of the July 15, 2020 payroll disbursements in an amount not to exceed \$2,995,000.00 effective July 15, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. BECERRA/RICHEY
7	15-17	Authorize the purchase three (3) Electrostatic 360 Hand Sprayers that will be used by the Building Maintenance Department to sanitize Hays County buildings utilizing the Coronavirus Relief Funding (CRF) and amend the budget accordingly. BECERRA/T.CRUMLEY
8	18-21	Authorize Building Maintenance to purchase and install both glass and plexiglass sneeze guards in eight (8) different offices throughout the County utilizing Coronavirus Relief Funding (CRF) and amend the budget accordingly. BECERRA/T.CRUMLEY
9	22	Authorize On-Site Sewage Facility Permit for a convenience store located at 2300 Windy Hill Road, Kyle, Texas 78640. JONES/STRICKLAND
10	23	Authorize On-Site Sewage Facility Permit for a small animal veterinary clinic located at 20640 W RR 150, Driftwood, Texas 78619. SMITH/STRICKLAND
11	24-36	Authorize the replacement of one (1) failed 3-Ton HVAC system located at the Hays County Pct. 5 building and amend the budget accordingly. JONES/T.CRUMLEY
12	37-72	Approve specifications for IFB 2020-B09 Road Improvements: Hot Mix Overlay and authorize Purchasing to solicit for bids and advertise. JONES/SMITH/BORCHERDING
13	73-111	Approve specifications for IFB 2020-B16 Road Improvements - Remove & Replace Hot Mix and authorize Purchasing to solicit for bids and advertise. JONES/SMITH/BORCHERDING
14	112-146	Accept the Fiscal Year 2019 Hays County Emergency Services District #3 Audit Report per Texas Health and Safety Code 775.082. INGALSBE/VILLARREAL-ALONZO
15	147-150	Approve Utility Permits. BECERRA/BORCHERDING
16	151	Authorize the submission of a grant application to the Burdine Johnson Foundation for the Old Hays County Jail Restoration. BECERRA/T.CRUMLEY/K.JOHNSON
17	152	Authorize the submission of a grant application to the Summerlee Foundation for the Old Hays County Jail Restoration. BECERRA/T.CRUMLEY/K.JOHNSON

18	153	Authorize the submission of a grant application to the Austin Community Foundation for the Old Hays County Jail Restoration. BECERRA/T.CRUMLEY/K.JOHNSON
19	154-155	Approval of onsite support from Hart Intercivic for the November 3, 2020 General Election. INGALSBE/ANDERSON
20	156-209	Approve the rejection of all proposals related to RFP 2020-P09 CDBG Mitigation Funding and authorize the Purchasing Manager to publish a new notice as authorized per Texas Local Government Code Sec. 262.027(2). SHELL/T.CRUMLEY

ACTION ITEMS

ROADS

21	210-211	Discussion and possible action to call for a public hearing on July 28, 2020 to establish a 25 MPH speed limit in Savannah Ridge subdivision. JONES/BORCHERDING
22	212-213	Discussion and possible action to consider the acceptance of road construction & drainage improvements, release of bond #20BSBHY3529 for \$1,119,697.49, and accept the 2-year maintenance bond #61BSBID3153 in the amount of \$80,548.01 for Heaton Hollow subd. SHELL/BORCHERDING
23	214-225	Discussion and possible action to award contracts for IFB 2020-B11 Culverts to Contech Engineered Solutions, Fortiline Inc. dba Fortiline Waterworks, and Texas Corrugators. BECERRA/BORCHERDING
24	226-228	Hold a public hearing related to the improvements of roadways within the River Mountain Ranch Subdivision in Precinct 3 pursuant to Chapter 253 of the Texas Transportation Code. Possible action may follow. SHELL

SUBDIVISIONS

25	230-241	PLN-1455-NP; Covered Wagon, Phase 2. Discussion and possible action to consider a variance from Chapter 721.5.05 (B) of the Hays County Development Regulations. JONES/MACHACEK
26	242-245	PLN-1433-PC; Call for a public hearing on July 28th, 2020 to discuss final plat approval of the Replat of Lot 35, Burnett Ranch, Section One Subdivision. SHELL/PACHECO

MISCELLANEOUS

27	246-247	Discussion and possible action to consider a continuation of the Local Disaster Declaration originally proclaimed by the County Judge on or about March 15, 2020 and continued for 120 days by resolution of Commissioners Court on March 16, 2020. BECERRA
28	248-254	Discussion and possible action regarding the Emergency Cash Assistance Program (ECAP), also known as Project Recoil, including but not limited to, the appointment of Award Committee members, funding of the program, and the consideration of program guidelines. SHELL
29	255	Discussion and possible action to approve the appointment of Clint Garza to the Board of Directors of the West Travis County Public Utility Agency (the "WTCPUA"). SMITH
30	256-257	Discussion and possible action to adopt a Resolution Related to Scenic Roadways within Hays County, Texas. SMITH
31	258	Discussion and possible action to designate funding in relation to counsels present at a Hays County Cite & Divert Program and amend the budget accordingly. SHELL

EXECUTIVE SESSIONS

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

32	259	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Office of Emergency Services. Possible discussion and/or action may follow in open Court including but not limited to appointment and employment of the Hays County Fire Marshal (contingent upon an acceptable background check and acceptance of an offer of employment) and/or the hiring of the Director of the Office of Emergency Services (contingent upon an acceptable background check and acceptance of an offer of employment). SHELL
33	260	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel regarding the Collective Bargaining Agreement between Hays County and the Hays County Law Enforcement Association (HCLEA); and consultation with counsel and deliberation regarding all individual positions subject to said Collective Bargaining Agreement. Possible discussion and/or action may follow in open Court. INGALSBE
34	261	Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible discussion and/or action may follow in open court. BECERRA

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.

35	Discussion and possible action related to the burn ban and/or disaster declaration. BECERRA
36	Discussion related to the Hays County inmate population, to include current population counts and costs. BECERRA
37	Discussion of issues related to the Hays County Census program including updates from Jessica Mejia. BECERRA
38	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
39	Discussion of issues related to Electro Purification including updates on the filed application. Possible action may follow. SHELL

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 10th day of July, 2020

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

Hays County encourages compliance with the Americans with Disabilities Act (ADA) in the conduct of all public meetings. To that end, persons with disabilities who plan to attend this meeting and who may need auxiliary aids such as an interpreter for a person who is hearing impaired are requested to contact the Hays County Judge's Office at (512) 393-2205 as soon as the meeting is posted (72 hours before the meeting) or as soon as practical so that appropriate arrangements can be made. While it would be helpful to receive as much advance notice as possible, Hays County will make every reasonable effort to accommodate any valid request regardless of when it is received.

Braille is not available.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

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

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

July 14, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

BECERRA

N/A

SUMMARY

Information will be presented during Court.

pAGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Presentation by Sheriff Gary Cutler regarding the Sheriff's Mobile App, TheSheriffapp.com.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

July 14, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Sheriff Gary Cutler

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

Sheriff Cutler would like to present to court and citizen's information regarding the mobile app, the app includes information about Most Wanted Subjects, public emergency notifications, jail information, submit a tip, sex offender and inmate searches, and much more.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE

CONSENT

MEETING DATE

July 14, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of United Healthcare claims.

ITEM TYPE

CONSENT

MEETING DATE

July 14, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Commissioners Court Minutes of July 7, 2020.

ITEM TYPE

CONSENT

MEETING DATE

July 14, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

CARDENAS

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

HAYS COUNTY COMMISSIONERS' COURT MINUTES



JULY 7, 2020

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 7th DAY OF JULY A.D., 2020, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA
DEBBIE GONZALES INGALSBE
MARK JONES
LON A. SHELL
WALT SMITH
ELAINE H. CÁRDENAS

COUNTY JUDGE
COMMISSIONER, PCT. 1
COMMISSIONER, PCT. 2
COMMISSIONER, PCT. 3
COMMISSIONER, PCT. 4
COUNTY CLERK

Clerk's Note: For complete transcript go to Hays County Website
<https://hayscountytexas.com/commissioners-court/court-video/>
Transcript can be translated into any language through Google.com.

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Reverend Esparanza Baltazar-Ramirez, United Methodist Church, gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Dan Lyon, Hays County resident, made public comments regarding tax relief for citizens and against the increase of County debt. Christine Terrell, San Marcos resident, made public comments against the budget increase from 2019 for the renovation of the Jail and a new Public safety building. She stated that a fraction of the money could have been used for Social services. She noted that she is in support of the Public Defender's office. Lauren Hubele, Hays County resident, made public comments, stating that she grew up in the 60's during a time of the Civil Rights movement. She realized earlier this year with the death of George Floyd that things have not changed. She called on the Court to act by supporting the Public Defender's office.

UPDATE FROM THE COUNTY JUDGE AND STAFF REGARDING THE LOCAL DISASTER DECLARATION AND COVID-19. POSSIBLE DISCUSSION AND ACTION MAY FOLLOW.

Judge Becerra stated that the numbers of positive cases of COVID-19 are increasing. He believes things are going to get worse over the next few days since many people recently celebrated the 4th of July holiday. He noted that the labs are falling behind on testing therefore transitioning from nasal swabs to cheek swabs to improve wait time for results. Alex Villalobos, Emergency Management Coordinator and Chief of Staff, stated tests will be available July 12- July 16, 2020 at the San Marcos High School. There are 500 tests available for those dates. Hays County is currently working to obtain 250 more tests to meet the demand. He noted CPL labs are currently operational and supporting Hays County with testing results. Captain Julie Villalpando, Sheriff's Office, presented to the Court the policies and procedures that have been set at the Jail facility to protect the inmates and Corrections Officers. She stated that even with additional sanitizing and social distancing set in place many of the inmates do not wear the masks that are provided. She discussed with the Court the type of inmates that are being held in the jail at this time as there have been protests to release inmates due to the spread of COVID-19 within the jail. Many protestors claiming the inmates are being held for low-level crimes, first time offenses, and held awaiting trial and have not been convicted of any crimes. She stated that inmates are being held for murder, violent crimes and/or multiple offenses. She explained that people with low-level charges are not being held in the jail. She also thanked the Courts for keeping the low-level offenders out of the jail during this time. Mark Kennedy, General Counsel, stated to the Court that there is a checks and balances system against an Officer's arrest. **No action was taken.**

35349 APPROVE PAYMENTS OF COUNTY INVOICES.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve payments of County invoices. All present voted "Aye." **MOTION PASSED.**

35350 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the payment of United Healthcare claims. All present voted "Aye." **MOTION PASSED.**



JULY 7, 2020

35351 APPROVE COMMISSIONERS COURT MINUTES OF JUNE 30, 2020.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve Commissioners Court Minutes of June 30, 2020. All present voted "Aye." MOTION PASSED.

35352 AUTHORIZE THE EXECUTION OF A NO COST ASR-05 WITH TERRACON CONSULTANTS INC. RELATED TO MATERIALS OBSERVATION AND TESTING SERVICES FOR THE HAYS COUNTY PUBLIC SAFETY BOND PROJECTS.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the execution of a No Cost ASR-05 with Terracon Consultants Inc. related to Materials Observation and Testing Services for the Hays County Public Safety Bond Projects. All present voted "Aye." MOTION PASSED.

35353 APPROVE UTILITY PERMITS.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve Utility Permits. All present voted "Aye." MOTION PASSED.

35354 AUTHORIZE THE HAYS COUNTY CRIMINAL DISTRICT ATTORNEY TO PURCHASE FIVE (5) NEW DELL LATITUDE 3410 LAPTOPS VALUED AT \$4,024.00 AND AMEND THE BUDGET ACCORDINGLY.

Wes Mau, District Attorney is requesting new laptops as some of his current laptops are not in working condition. The I.T. department recommended those laptops be replaced. He noted his staff needs the laptops as they are working remotely due to COVID-19. Judge Becerra requested the District Attorney's office contact the Auditor's office to seek possible reimbursement of this purchase since it deals with COVID-19. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Hays County Criminal District Attorney to purchase five (5) new Dell Latitude 3410 laptops valued at \$4,024.00 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35355 RATIFY THE ACCEPTANCE OF A DONATION OF \$500.00 TO THE SHERIFF'S OFFICE COMMUNITY OUTREACH DIVISION AND AMEND THE BUDGET ACCORDINGLY.

Commissioner Smith thanked Ms. Coffee for her donation to the Sheriff's office. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to ratify the acceptance of a donation of \$500.00 to the Sheriff's Office Community Outreach Division and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35356 AUTHORIZE THE JUVENILE PROBATION DEPARTMENT TO PURCHASE SIX (6) DELL OPTIPLEX DESKTOP COMPUTERS AND SIX (6) MONITORS, ONE (1) PRINTER AND NETWORK CABLING, AND TEN (10) STUDY CARRELS AND CHAIRS UTILIZING FUNDS FROM THE TEXAS JUVENILE JUSTICE DEPARTMENT (TJJD) REGIONAL DIVERSION GRANT AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the Juvenile Probation Department to purchase six (6) Dell OptiPlex Desktop Computers and six (6) Monitors, one (1) Printer and Network Cabling, and ten (10) Study Carrels and Chairs utilizing funds from the Texas Juvenile Justice Department (TJJD) Regional Diversion Grant and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35357 AUTHORIZE PAYMENT TO DATA SPEC, INC. FOR THE VETERAN'S ADMINISTRATION OFFICE IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER COUNTY PURCHASING POLICY.

Jude Prather, Veterans Services Officer, stated to the Court that the renewal for this software was due and this was an oversight on his part. He also wanted to introduce a new member of his team, Wesley Mathews, Veteran Services Counsel. The Court welcomed Wesley Mathews. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize payment to Data Spec, Inc. for the Veteran's Administration Office in which no purchase order was issued as required per County Purchasing Policy. All present voted "Aye." MOTION PASSED.



JULY 7, 2020

**35358 ACCEPT THE 2019 HAYS COUNTY EMERGENCY SERVICES DISTRICT #4
AUDIT REPORT PER TEXAS HEALTH AND SAFETY CODE 775.082.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept the 2019 Hays County Emergency Services District #4 Audit Report per Texas Health and Safety Code 775.082. All present voted "Aye." MOTION PASSED.

**35359 APPROVE THE SELECTION OF BINKLEY & BARFIELD, INC. TO PROVIDE
UTILITY COORDINATION SERVICES FOR US 290 AT TRAUTWEIN ROAD
IN PRECINCT 4; AND TO AUTHORIZE STAFF AND COUNSEL TO
NEGOTIATE A CONTRACT.**

Commissioner Smith stated this item will begin the completion of the 2016 Road Bond project. A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the selection of Binkley & Barfield, Inc. to provide utility coordination services for US 290 at Trautwein Road in Precinct 4; and to authorize staff and counsel to negotiate a contract. All present voted "Aye." MOTION PASSED.

**35360 APPROVE AGREEMENT FOR A LOCAL ON-SYSTEM IMPROVEMENT
PROJECT AT US 290 AND HENLY LOOP BETWEEN HAYS COUNTY AND
THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) AND
AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AGREEMENT FOR A
LOCAL ON-SYSTEM IMPROVEMENT PROJECT ON BEHALF OF HAYS
COUNTY.**

Commissioner Smith noted this is also part of the 2016 Road Bond project. A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve Agreement for a Local On-System Improvement Project at US 290 and Henly Loop between Hays County and the Texas Department of Transportation (TxDOT) and authorize the County Judge to execute an Agreement for a Local On-System Improvement Project on behalf of Hays County. All present voted "Aye." MOTION PASSED.

**35361 SELECT COBB, FENDLEY & ASSOCIATES, INC. TO PROVIDE RIGHT-OF-
WAY ACQUISITION SERVICES FOR RM 967 SAFETY TURN LANES (BUDA
SPORTS COMPLEX DRIVE, HAYS CISD HIGH SCHOOL NO. 3, AND OAK
FOREST DRIVE INTERSECTIONS) IN PRECINCT 2; AND TO AUTHORIZE
STAFF AND COUNSEL TO NEGOTIATE A CONTRACT, GRANTING AN
EXEMPTION TO FORMAL PROCUREMENT PURSUANT TO TEXAS LOCAL
GOVERNMENT CODE SECTION 262.024(A)(4) (PROFESSIONAL
SERVICES).**

Commissioner Jones noted these improvements are very important as three schools are located on this road and it gets very backed up. A motion was made by Commissioner Jones, seconded by Commissioner Shell to select Cobb, Fendley & Associates, Inc. to provide right-of-way acquisition services for RM 967 Safety Turn Lanes (Buda Sports Complex Drive, Hays CISD High School No. 3, and Oak Forest Drive Intersections) in Precinct 2; and to authorize staff and counsel to negotiate a contract, granting an exemption to formal procurement pursuant to Texas Local Government Code Section 262.024(a)(4) (professional services). All present voted "Aye." MOTION PASSED.

**35362 CALL FOR A PUBLIC HEARING ON JULY 21, 2020 TO REDUCE THE
CURRENT 60 MPH SPEED LIMIT TO 45 MPH ON THE WEST END OF
WINTERS MILL PARKWAY FOR THE NEW WISD BLUE HOLE PRIMARY
SCHOOL.**

Commissioner Shell stated the need for reduction in the speed limit is in preparation of a school zone. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to call for a public hearing on July 21, 2020 to reduce the current 60 MPH speed limit to 45 MPH on the west end of Winters Mill Parkway for the new WISD Blue Hole Primary school. All present voted "Aye." MOTION PASSED.

**35363 AUTHORIZE THE COUNTY JUDGE TO EXECUTE SUPPLEMENTAL #5 TO
THE PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN HAYS
COUNTY AND HDR ENGINEERING, INC. FOR ROBERT S. LIGHT
BOULEVARD AS PART OF THE HAYS COUNTY/TXDOT PARTNERSHIP
PROGRAM.**



JULY 7, 2020

Mark Kennedy, General Counsel, noted exemption for formal procurement pursuant to Texas Local Government Code Section 262.024(a)(4) (professional services) should be applied to the motion as there is an adjustment of more than twenty five percent. Commissioner Jones added this to his motion and stated this is a redesign to include the flood plain. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute Supplemental #5 to the Professional Services Agreement (PSA) between Hays County and HDR Engineering, Inc. for Robert S. Light Boulevard as part of the Hays County/TxDOT Partnership Program. All present voted "Aye." MOTION PASSED.**

DISCUSSION AND POSSIBLE ACTION REGARDING THE EMERGENCY CASH ASSISTANCE PROGRAM (ECAP), ALSO KNOWN AS PROJECT RECOIL, INCLUDING BUT NOT LIMITED TO, THE APPOINTMENT OF AWARD COMMITTEE MEMBERS, FUNDING OF THE PROGRAM, AND THE CONSIDERATION OF PROGRAM GUIDELINES.

Mark Kennedy, General Counsel, stated the Committee will have their first meeting to get things started. A date was not announced for the meeting. Discussion was had between the Court and Mark Kennedy on obtaining quotes for services regarding the handling of other companies' proprietary banking information. **No action was taken.**

35364 AUTHORIZE THE CRIMINAL DISTRICT ATTORNEY TO HIRE ONE (1) NEW ATTORNEY I, GRADE 117 AND RELATED EQUIPMENT TO PARTICIPATE IN THE MAGISTRATE STUDY EFFECTIVE JULY 16, 2020 AND AMEND THE BUDGET ACCORDINGLY.

Wes Mau, District Attorney explained to the Court the aspects the study will cover. He also explained that the new hire will participate in the study and collection of data. He noted there have been significant changes to the magistrate system due to COVID-19 and he believes that may negatively impact the results of the study. The Court had several questions about the study and the new position which Mr. Mau answered. The Court thanked him for his time. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the Criminal District Attorney to hire one (1) new Attorney I, grade 117 and related equipment to participate in the Magistrate Study effective July 16, 2020 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.**

35365 ADOPT AN ORDER OF THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS ACCEPTING AND APPROVING THE 2020 ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN FOR THE LA CIMA PUBLIC IMPROVEMENT DISTRICT, INCLUDING AN UPDATED MAJOR PUBLIC IMPROVEMENT ASSESSMENT ROLL, NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL AND NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL; MAKING AND ADOPTING FINDINGS; AND PROVIDING A CUMULATIVE REPEALER CLAUSE.

Vanessa Stowe, P3Works and Hays County's PID (Public Improvement District) Administrator, spoke to the Court via Teams as she was able to participate remotely. She presented the Court with an annual update regarding the La Cima Public Improvement District and explained the Repealer Clause that the company is now using. Jordan Powell, General Counsel, noted specific wording on the Order and Agenda item to meet the requirements of the PID Act. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to adopt an Order of the Commissioners Court of Hays County, Texas Accepting and Approving the 2020 Annual Service Plan Update to the Service and Assessment Plan for the La Cima Public Improvement District, Including an Updated Major Public Improvement Assessment Roll, Neighborhood Improvement Area #1 Assessment Roll and Neighborhood Improvement Area #2 Assessment Roll; Making and Adopting Findings; and Providing a Cumulative Repealer Clause. All present voted "Aye." MOTION PASSED.**

Clerk's Note: Executive Session began at 12:30 p.m. and resumed back into open court at 1:32 p.m.

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING ALL INDIVIDUAL POSITIONS IN THE HAYS COUNTY OFFICE OF EMERGENCY SERVICES. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

No action was taken.



JULY 7, 2020

35366 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING ALL INDIVIDUAL POSITIONS IN THE HAYS COUNTY TRANSPORTATION DEPARTMENT. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to establish one new Planner grade 113 effective July 16, 2020 as presented in Executive Session, and to be funded by Salary Saving due to attrition. All present voted "Aye." **MOTION PASSED.**

Clerk's Note Agenda Item #22 RE: DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION. – WAS PULLED.

DISCUSSION RELATED TO THE HAYS COUNTY INMATE POPULATION, TO INCLUDE CURRENT POPULATION COUNTS AND COSTS.

Judge Becerra read the Sheriff's update of the inmate population. The estimated cost for outsourcing was \$66,612 for the week of June 28 – July 4, 2020. The number of outsourced males was 182 inmates and females were 9 inmates. The number of arrest made by agency are as follows; Buda Police Department - 3, Department of Public Safety – 2, Hays County Sheriff's Department – 47, this includes court ordered commitments, warrant pick-ups from all agencies, and self-surrender warrants from all agencies, Kyle Police Department – 16, San Marcos Police Department - 27, Texas State Police Department – 0. **No action taken.**

Clerk's Note Agenda Item #24 RE: 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. – WAS PULLED.

Clerk's Note: Judge Becerra called for a break that began at 11:00 a.m. and resumed back into open court at 12:10 a.m.

DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY CENSUS PROGRAM INCLUDING UPDATES FROM JESSICA MEJIA.

Anita Collins, County Judge's Executive Assistant, presented in person and Jessica Mejia, Census Program Coordinator, presented to the Court via Teams. They shared a PSA in English and Spanish language. They also gave the Court a review of outreach events and updates. Finally, they encouraged the Court to send out their own PSA to promote the Census. Discussion was had amongst the Court to clarify that no elected official or candidate currently campaigning should be in any of the PSAs. The Court agreed on this. **No action taken.**

Clerk's Note Agenda Item #26 RE: DISCUSSION OF ISSUES RELATED TO ELECTRO PURIFICATION INCLUDING UPDATES ON THE FILED APPLICATION. POSSIBLE ACTION MAY FOLLOW. – WAS PULLED.

ADJOURNMENT

A motion was made by Judge Becerra, seconded by Commissioner Jones to adjourn court at 3:38 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on July 7, 2020.



**ELAINE H. CÁRDENAS, COUNTY CLERK AND EXOFFICIO
CLERK OF THE COMMISSIONERS' COURT OF
HAYS COUNTY, TEXAS**

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of the July 15, 2020 payroll disbursements in an amount not to exceed \$2,995,000.00 effective July 15, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 14, 2020	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Approve the July mid month payroll disbursements not to exceed \$2,995,000.00.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the purchase three (3) Electrostatic 360 Hand Sprayers that will be used by the Building Maintenance Department to sanitize Hays County buildings utilizing the Coronavirus Relief Funding (CRF) and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 14, 2020	\$2,235

LINE ITEM NUMBER

009-763-99-131.5719_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Building Maintenance would like to purchase three (3) portable 360 Electrostatic Sprayers that they can use to sanitize County buildings. This would allow Building Maintenance to treat and sanitize areas and offices that have been exposed to COVID-19. Building Maintenance obtained three quotes and found the sprayers for the best price from the vendor Smith Supply Company.

Funds will be moved into the appropriate general ledger account within the CRF budget.

Attachment: Smith Supply Company Quote

Budget Amendment:

Increase Misc. Equipment_Ops - .5719_400

Decrease Contract Services - .5448

Chris Deichmann

From: Mike Englund <menglund@smithsupply.com>
Sent: Monday, June 22, 2020 10:54 AM
To: Chris Deichmann
Subject: RE: Electrostatic Sprayer

Hello Chris,

Below is your quote on the Victory units. I look forward to meeting you in the near future.

Mike

Items Being Quoted: edit lines

Item Code / Description	Qty	Unit Price	Amount
990-VP200ESKEA RDC TRIPLE S SPRAYER ELECTROSTATIC HAND VP200ESK-VS EA	3 Each	\$745.00	\$2,235.00

ITEM SUB-TOTAL: **\$2,235.00**

Sent from Mail for Windows 10

From: Shana Smith
Sent: Wednesday, June 17, 2020 5:38 PM
To: Chris Deichmann; SSC
Cc: Mike Englund
Subject: RE: Electrostatic Sprayer

Chris,

Thank you for contacting us! We just received a shipment of handheld Victory sprayers late yesterday and they were out the door (before I even got to see them) to fulfill orders. Our next order will be in Sept/October, as they are no longer air freighting because of the tremendous increase in expense. But I have copied our sales representative in your area on this email and he will be contacting with pricing!

Thank you for the opportunity and stay safe!!

Shana Smith
Smith Supply Company
5202 Midway Dr

Temple, TX 76502
254.773.3592
512.422.9108 (cell)
www.smithsupply.com

GOOD HAND WASHING PRACTICES ARE VITAL, AND DON'T FORGET TO EAT YOUR VEGGIES!!!

From: Chris Deichmann [mailto:chris.deichmann@co.hays.tx.us]
Sent: Wednesday, June 17, 2020 5:07 PM
To: SSC <SSC@smithsupply.com>
Subject: Electrostatic Sprayer

Could your provide me a quote for 3 Victory Electrostatic Handheld sprayers.

Questions, please contact me

Thank you

Chris Deichmann
County Wide Facility Maintenance Manager
Government Center Hays County
chris.deichmann@co.hays.tx.us
512-393-7659

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize Building Maintenance to purchase and install both glass and plexiglass sneeze guards in eight (8) different offices throughout the County utilizing Coronavirus Relief Funding (CRF) and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 14, 2020	\$27,103

LINE ITEM NUMBER

009-763-99-131.5201

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Several offices throughout the County have requested that sneeze guards be installed in their offices in an effort to provide additional protection to the employees and citizens due to the COVID-19 pandemic. Building Maintenance received three quotes for the glass sneeze guards that will be installed in seven (7) different County office - NB Glass being the cheapest at \$22,903. Building Maintenance also received three different quotes to install plexiglass sneeze guards in the Adult Probation office - A&E Signs being the cheapest at \$4,200. This project will total \$27,103.

Funds will be moved into the appropriate general ledger account within the CRF budget.

Attachments:

NB Glass Quote - All glass sneeze guards

A&E Signs Quote - Plexiglass sneeze guards

Budget Amendment:

Increase General Supplies - .5201

Decrease Contract Services - .5448

NB Glass (DBA)

218 Trade Center Dr
 New Braunfels, TX 78130 US
 830-625-6300
 residential@nbglassstx.com
 www.newbraunfelsglass.com

Estimate**ADDRESS**

Bid Request
 Chris 512-393-7659

ESTIMATE #

3990

DATE

07/01/2020

PROJECT

Sneeze guard

ACTIVITY**AMOUNT****Commercial:Glass**

16,973.00T

1/4" clear tempered with polish and cutouts

58 1/2 x 50 1/8-slider
 96 x 45 3/4- with 4 cutouts
 96 x 45 1/2- with 4 cutouts
 96 x 45 1/4- with 4 cutouts
 96 1/2 x 45 1/4- with 4 cutouts
 96 1/2 x 45 1/2- with 4 cutouts
 96 1/8 x 45 5/8- with 4 cutouts
 96 1/8 x 45 1/2- with 4 cutouts
 96 1/8 x 45 1/8- with 4 cutouts
 96 x 45 1/2- with 4 cutouts
 106 x 45 7/8- with 4 cutouts
 96 1/4 x 45 1/2- with 4 cutouts
 86 1/4 x 53 1/4- with 4 cutouts
 88 1/2 x 33 9/16- with 4 cutouts
 88 5/8 x 33 3/16- with 4 cutouts
 88 3/8 x 45 3/4-out of square
 50 x 25 3/4
 48 x 19 9/16
 47 1/2 x 28
 44 1/4 x 16 5/16
 48 1/4 x 30 3/4
 49 5/8 x 23 3/16
 47 1/2 x 26 1/8
 41 1/4 x 19
 46 5/8 x 42 1/8
 46 1/2 x 23 1/4
 50 1/16 x 44 5/16- with 4 cutouts
 50 1/8 x 44 7/16- with 4 cutouts
 83 15/16 x 44 3/8- with 4 cutouts
 84 x 44 1/2- with 4 cutouts
 63 1/16 x 33 5/16- with 4 cutouts
 55 x 44 3/8- with 4 cutouts

ACTIVITY

ACTIVITY

Hardware

5,930.00T

Slider window tracks

u-clamps

CRL posts for freestanding application

Estimates/Invoices

SUBTOTAL

22,903.00

The customers approval for work to commence shall be deemed a contractual agreement between the client and NB Glass/De Santiago Investments, L.L.C. By signing this document and/or making a deposit, the customer agrees to the terms and conditions outlined in this document. Important:

TAX

683.76

Approval for the work to commence assumes that the client accepts these terms and conditions. Acceptance of terms and conditions may be made via email, in person, or by making a deposit via cash, check, or credit card.

TOTAL

\$23,586.76

Partial payment of 50% for all residential work is required before materials can be put on order and any work can commence, with the remaining balance due and to be paid in full after work is completed. Deposits are non-refundable once material has been put on order. Payments for deposit is payable upon receipt of invoice and no work will commence until payment is received.

Accepted By

Accepted Date

A&E Signs and Graphics

1030 W. Goforth Road
Suite A
Buda, TX 78610

Phone # 5122957446 info@aandesigns.com
Fax # 512-523-8238 www.aandesigns.com

Estimate

Date	Estimate #
7/8/2020	2244

Name / Address
Hays County

			Project
Description	Qty	Rate	Total
23.5"x30"sneeze guards	42	100.00	4,200.00
		Subtotal	\$4,200.00
		Sales Tax (8.25%)	\$0.00
		Total	\$4,200.00

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for a convenience store located at 2300 Windy Hill Road, Kyle, Texas 78640.

ITEM TYPE

CONSENT

MEETING DATE

July 14, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Caitlyn Strickland, Director of Development Services

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

Najib Wehbe of 2300 Windy Hill Road LLC is proposing an OSSF to serve a convenience store. This 4.076-acre tract of land is Lot 1 in Block A of the newly created Eastwind subdivision and will be served by a public water system.

The system designer, David Coombs, P.E., has designed a non-standard treatment system. After treatment, the effluent will be dispersed via drip-irrigation tubing for a maximum daily rate of 1200 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for a small animal veterinary clinic located at 20640 W RR 150, Driftwood, Texas 78619.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 14, 2020	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Caitlyn Strickland, Director of Development Services	SMITH	N/A

SUMMARY

Damon O'Gan is proposing an OSSF to serve a small animal veterinary clinic. This 10.76-acre tract of land is Lot 1-B in the Burke Subdivision and will be served by a rain water collection system. The system designer, Stephen Jetton, R.S., has designed a proprietary treatment system with flow equalization. After treatment, the effluent will be dispersed via leaching chambers for a maximum daily rate of 350 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the replacement of one (1) failed 3-Ton HVAC system located at the Hays County Pct. 5 building and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 14, 2020	\$5,932

LINE ITEM NUMBER

001-695-00.5719_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

One of the HVAC systems located at the Pct. 5 building has failed and needs to be replaced. The current unit has failed, is about 20 years old, and is no longer able to be repaired. The current unit will be replaced with a 3-Ton Carrier with a Heat Pump Split System. SI Mechanical will furnish and install under IFB 2017-B06. Funding for this replacement has been identified in the Building Maintenance Operating budget.

Attachments:

SI Mechanical Proposal
HVAC Certified Drawings and Specs
Photos of current unit tags

Budget Amendment:

Decrease	001-695-00.5451	(\$5,932)
Increase	001-695-00.5719_700	\$5,932



Estimate

July 7, 2020

TACLA00045892C

M-40866

To: Hays County - PCT #5

Attn: Chirs Deichmann & Lisa Griffin

Re: Sheriff's Office Unit Replacement

0Model#

0Serial#

0Unit#

We propose to install the HVAC and/or PLUMBING WORK as outlined in the scope of work below.

Labor	Hours	Rate	Materials & Tools	Subcontractors
Tech(s).....	16	\$95.00	Materials.....	\$2,697.00
Hepler(s).....	16	\$65.00	Markup per contract.....	25%
Total.....		\$2,560.00	Total.....	\$3,371.25
				Rental(s).... \$0.00
				Crane..... \$0.00
				Total..... \$0.00

HVAC/Plumbing Work: \$5,931.25

Tax 8.25% \$0.00

Total Price \$5,931.25

Scope of Work:

1. Furnish and install: (1) 3-Ton Carrier with Heat Pump Split-System, (1) Honeywell Thermostat & (1) Drain Pan.
2. Lock-out, Tag-out & Deenergize energy source.
3. Disassemble and remove existing air handler for ceiling and condenser from house keeping pad.
4. Install new air handler and condenser in existing locations.
5. Pressure test system.
6. Evacuate and charge system.
7. Check operation.
8. Clean up work area.

Note: This is an estimate only, additional parts and labor may be required.

Bid Clarifications:

1. Sales tax included.
2. All work performed during normal hours.
3. No electrical of any kind.
4. Haul off old units.
5. No fire alarm or smoke detectors.
6. No coring, scanning, cutting, patching or concrete work.
7. No removal of walls or ceiling to access "the work".
8. No structural steel framing or roofing.

Note: No other repairs are in this proposal other then listed above.

Please authorize this repair; no parts have not been ordered. Parts will be ordered once the repairs are authorized. After receiving parts the repair can be scheduled.

Sincerely,

Josh Abbott
Service Department
Office# 512-593-6001 ext. 103
Cell# 512-423-2970

Signed:

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.



This proposal is conditional upon the following terms and conditions:

1. Customer agrees to pay S I Mechanical, LLC all sums due with respect to this proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by S I Mechanical, LLC by the tenth day of the month following billing, such payment shall be considered past due. If default is made in payment of any sums due hereunder and it becomes necessary that this Agreement be placed in the hands of an attorney for collection, customer agrees to pay to S I Mechanical, LLC all costs of collection, including reasonable attorney's fee. S I Mechanical, LLC shall have the right to cancel this Agreement at any time, upon (5) day's written notice, if payments are called for herein are not made.

2. Cancellation Clause: This agreement can only be cancelled by customer upon a 30-day written notice. If in the event the customer cancels this agreement S I Mechanical, LLC will be due the balance of the annual contract for the current contract year or the cost plus profit incurred year to date, which ever is lesser of the two.

3. Customer waives any and every claim which arises in its favor and against S I Mechanical, LLC during the term of this Agreement for any all loss of, or damage to, any of its property, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, general liability policies, and workmen's compensation policies, to the extent that such loss or damage is recoverable under said insurance policies and such loss is not the result of the gross negligence or willful misconduct of S I Mechanical, LLC or failure of S I Mechanical, LLC to comply with the terms of this agreement.

4. It is agreed that S I Mechanical, LLC shall have no liability to customer or to customer's agents, servants, or employees or to any third parties for injuries to persons, or damage to property directly or indirectly resulting from the failure of any equipment or due to any other cause whatsoever, other than the gross negligence or willful misconduct of S I Mechanical, LLC, and customer agrees to indemnify S I Mechanical, LLC and hold it harmless from any loss, claim, damage, or expense, including attorney's fees, arising out of any such damage or injury. S I Mechanical, LLC shall not be liable for any lost rents, income, or profits nor any indirect, remote, special, or consequential damages from whatever cause and howsoever the same may arise, nor for any delay, loss damage, or injury caused by acts of God, labor disturbances, non-delivery, or unavailability of manpower or material, or any other event beyond S I Mechanical, LLC's control. S I Mechanical, LLC agrees to indemnify customer and hold it harmless from any loss, claim, damage or injury caused by the gross negligence or willful misconduct of S I Mechanical, LLC.

The entire liability of S I Mechanical, LLC and client's exclusive remedy for damages from any cause in connection with the work, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Agreement fee of the current year.

5. This contract constitutes the entire agreement and is not assignable by either party. This Agreement may be modified or amended only by written agreement of both parties. S I Mechanical, LLC is inclusive of it's affiliated companies.

6. S I Mechanical, LLC and it's affiliated companies shall not be responsible to customer or anyone else for the system design or its performance in maintaining design conditions.

7. The Heating, Ventilation, and Air-Conditioning equipment and systems installed, repaired or serviced as a part of this agreement may, under certain conditions, become conducive to or incidentally support microbiological growth. S I Mechanical, LLC makes no claim nor warrants its work to protect against, eliminate or inhibit any type of microbiological growth, including but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas adjacent to or in proximity of such systems and equipment.

8. Customer agrees to indemnify, defend, and hold harmless, S I Mechanical, LLC, its officers, directors, agents, assigns, successors and employees from any against any and all claims of damages or injury, of any kind or nature whatsoever, including claims of property damage or personal injury, due to any such microbiological growth in or emanating from any of the customer's HVAC equipment or HVAC systems.

9. Some projects require the use of heavy commercial hoisting or rigging equipment. While all precautions will be exercised to protect the customer's property. S I Mechanical, LLC will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, excluding negligence or accidents.

10. Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00am to 4:30 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, the customer agrees to pay the difference between the regular and overtime charge.

11. If S I Mechanical, LLC encounters asbestos or polychlorinated biphenyl (PCB) on the site, S I Mechanical, LLC will stop work and report the evidence of such to the customer. S I Mechanical, LLC will not resume work in the affected area until the asbestos or PCB has been removed or determined harmless by a qualified laboratory.

12. S I Mechanical, LLC shall comply with it's affirmative action, environmental and safety policies as mandated by the government.

13. SI Mechanical, LLC will make every effort to locate and avoid building utilities. It shall be the responsibility of the Customer to provide reference drawings and locate all hidden utilities in and around the work site. SI Mechanical relies on this information to execute the work. Damages to unmarked and unforeseen building utilities is the responsibility of the Customer.

14. SI Mechanical, LLC does not accept consequential damages or liquidated damages unless agreed to in writing.

Hays Co PCT 5

Submittal Cover Sheet
Unit Report
Performance Summary Report
Certified Drawings
Feature Sheet

Unit Report For Hays Co PCT 5

Project: SI Mechanical
Prepared By:

07/07/2020



Outdoor Unit Parameters

Unit Model:.....24ACC
Unit Size: 3 Tons (Size 36)
Voltage:208/230-1-60 V-Ph-Hz

Indoor Coil Parameters

Unit Model:.....FB4C
Unit Size: 36,000 Btuh (Size 036)
Cabinet Style:..... TXV
Voltage: 208-1-60 V-Ph-Hz
Refrigerant Type:..... Puron
Heating Size:..... No Heat

Outdoor Unit Dimensions and Weight

Unit Length:.....31.1875 in
Unit Width:31.1875 in
Unit Height:25.3125 in
Unit Shipping Weight: 151. lb

Indoor Coil Dimensions and Weight

Unit Length:.....22.0625 in
Unit Width: 17.625 in
Unit Height: 49.625 in
Unit Shipping Weight: 122. lb

OTHER APPLICATIONS

The warranty period is five (5) years on the compressor, and one (1) year on all other parts. The warranty is the original owner only and is not available for subsequent owners.

Ordering Information

Part Number	Description	Quantity
Outdoor Unit		
24ACC436A003	Comfort Series Air Conditioner with Puron Refrigerant 3 Tons Cooling 14 SEER @ ARI Conditions	1
Indoor Coil		
FB4CNP036L00	FB4C Base Series Fan Coil with Puron 36000 BTU Cooling 208/230-1-60	1
	TXV	
	Aluminum	
Accessories		
KFCEH0901N10	10 kW, Electric Heater, Non-fused, 1 phase, with relays	1

The Product and Ratings Data in this program is subject to change at any time and without notice. Please refer to the latest product literature and the AHRI directory at www.ahridirectory.org for the most up-to-date information.

Performance Summary For Hays Co PCT 5

Project: SI Mechanical
Prepared By:

07/07/2020

System Performance

System:	24ACC/FB4C	Actual Clg Airflow:	1176.0	CFM
System Quantity:	1	Standard Clg Airflow:	1176.0	CFM
Altitude:	0.0 ft	Total Net Clg Capacity:	33.48	MBH
Linear Pipe Length:	0.0 ft	Net Sensible Clg Capacity:	26.84	MBH
SEER @ ARI Conditions:	14.0	Total System Power:	2.82	kW
EER @ ARI Conditions:	12.0			

System Parameters

Outdoor Unit Parameters

Unit Model:..... **24ACC436A003**
Unit Size (Nominal):..... **3 Tons (Size 36)**
Voltage: **208/230-1-60** | V-Ph-Hz || Clg Ent Air DB Ambient: | **95.0** | °F |

Indoor Coil Parameters

Unit Model:..... **FB4CNP036L00**
Unit Size (Nominal):..... **36,000 Btuh (Size 036)**
Voltage: **208-1-60** | V-Ph-Hz || Ent Air DB: | **80.00** | °F |
Ent Air WB:	**67.00**	°F
Ent Enthalpy:	**31.44**	BTU/lb
Lvg Air DB:	**58.87**	°F
Lvg Air WB:	**58.12**	°F
Lvg Enthalpy:	**25.11**	BTU/lb
Heating Size (Nominal):	**No Heat**	
Total External Static Pressure:	**0.50**	in wg

Electrical Data

Outdoor Electrical Data

Unit Voltage: **208/230-1-60** | V-Ph-Hz || Fan Motor FLA: | **1.10** | Amps |
MCA:	**18.1**	Amps
Max Fuse:	**30**	Amps
Operating Range Min:	**197**	V
Operating Range Max:	**253**	V
Compressor RLA:	**13.6**	Amps
Compressor LRA:	**79.0**	Amps

Indoor Electrical Data

Unit Voltage: **208-1-60** | V-Ph-Hz || Motor HP: | **1/2** | HP |
| Motor FLA: | **4.1** | Amps |

Accessory Electric Heater Data

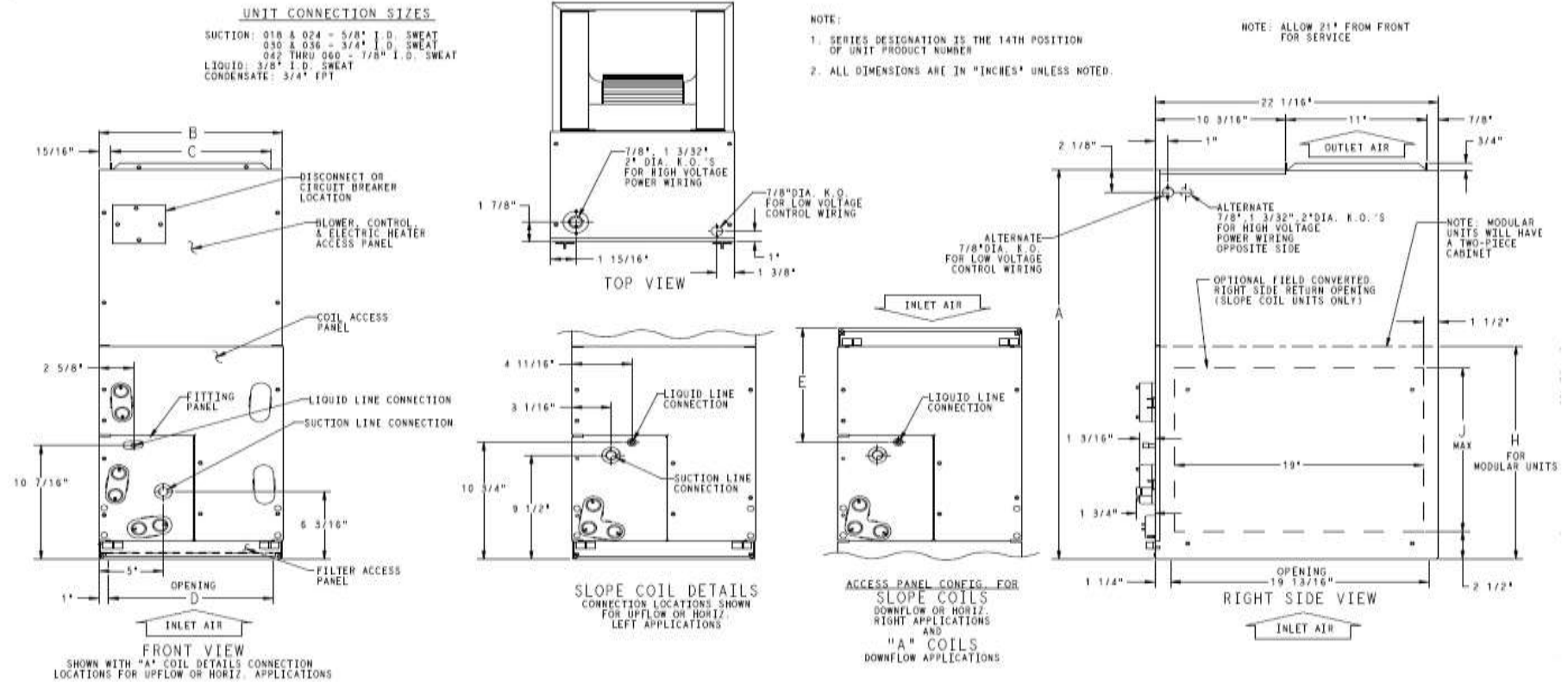
EH Part Number: **KFCEH0901N10** | || Electric Heater kW: | **10.0** | kW |
For 2 wire operation (single circuit):		
Heater Amps:	**36.2**	Amps
Heater + Motor MCA:	**53.8**	Amps
Heater + Motor MOCP:	**60**	Amps
Accessory Voltage:	**208-1-60**	V-Ph-Hz

The Product and Ratings Data in this program is subject to change at any time and without notice. Please refer to the latest product literature and the AHRI directory at www.ahridirectory.org for the most up-to-date information.

Certified Drawing For Hays Co PCT 5

Project: SI Mechanical
Prepared By:

07/07/2020



Indoor Coil

Unit Model: **FB4C**
Unit Size: **36,000 Btuh (Size 036)**
Voltage: **208-1-60** V-Ph-Hz
Cabinet Style: **TXV**
PartNumber: **FB4CNP036L00**

Dimensions and Weights		Indoor Coil
Height		49.63 in
Width		17.63 in
Length		22.06 in
Shipping Weight		122. lb

Dimensions								
A	B	C	D	E	F	G	H	J
49.63 in	17.63 in	15.75 in	15.63 in	15.38 in	23.13 in	23.63 in	--	17.00 in

The Product and Ratings Data in this program is subject to change at any time and without notice. Please refer to the latest product literature and the AHRI directory at www.ahridirectory.org for the most up-to-date information.

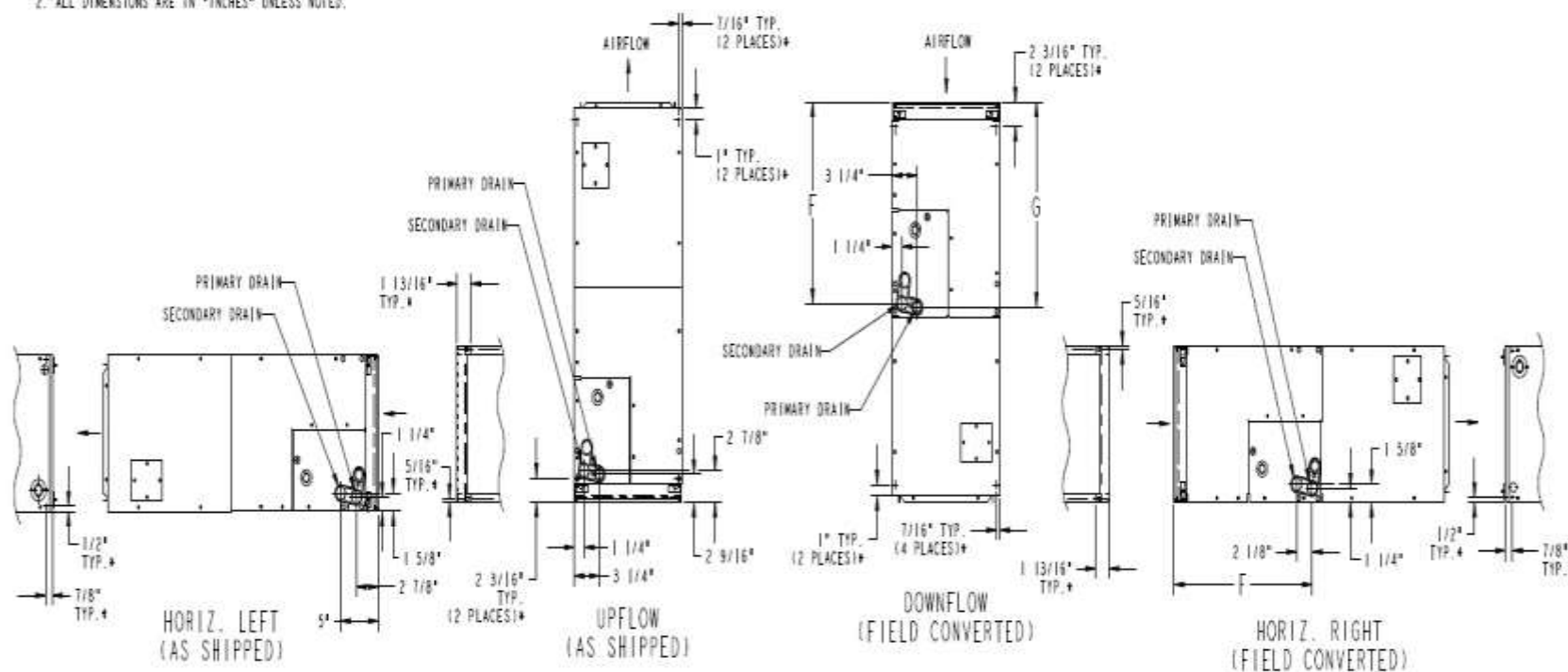
Certified Drawing For Hays Co PCT 5

Project: SI Mechanical
Prepared By:

07/07/2020

- NOTES:
1. CONDENSATE PAN DRAIN CAPS NOT SHOWN FOR CLARITY.
2. ALL DIMENSIONS ARE IN "INCHES" UNLESS NOTED.

SLOPE COIL



Indoor Coil

Unit Model:..... **FB4C**
Unit Size: **36,000 Btuh (Size 036)**
Voltage: **208-1-60** V-Ph-Hz
PartNumber:..... **FB4CNP036L00**

The Product and Ratings Data in this program is subject to change at any time and without notice. Please refer to the latest product literature and the AHRI directory at www.ahridirectory.org for the most up-to-date information.

**24ACC4
Comfort™ 14 Air Conditioner
with Puron® Refrigerant
1–1/2 to 5 Nominal Tons**



Product Data



Comfort
SERIES

Carrier's Air Conditioners with Puron® refrigerant provide a collection of features unmatched by any other family of equipment. The 24ACC4 has been designed utilizing Carrier's non-ozone depleting Puron refrigerant.

NOTE: Ratings contained in this document are subject to change at any time. Always refer to the AHRI directory (www.ahridirectory.org) for the most up-to-date ratings information.

INDUSTRY LEADING FEATURES / BENEFITS

Efficiency

- 14.0 SEER / 11.0 – 13.5 EER (based on tested combination)
- Microtube Technology™ refrigeration system
- Indoor air quality accessories available

Comfort

- System supports Edge® Thermidistat™ or standard thermostat controls

Sound

- Sound level as low as 72 dBA

Reliability

- Non-ozone depleting Puron® refrigerant
- Scroll compressor
- Internal pressure relief valve
- Internal thermal overload
- Filter drier
- Balanced refrigeration system for maximum reliability

Durability

WeatherArmor™ protection package:

- Solid, durable sheet metal construction
- Dense wire coil guard

Applications

- Long-line – up to 250 feet (76.20 m) total equivalent length, up to 200 feet (60.96 m) condenser above evaporator, or up to 80 ft. (24.38 m) evaporator above condenser (See Longline Guide for more information.)
- Low ambient (down to -10°F/-23°C) with accessory kit

FB4C
Base Series Fan Coil
Sizes 018 thru 061



Product Data

AIR HANDLER TECHNOLOGY AT ITS FINEST



A10082

The FB4C fan coil has the proven technology of Carrier fan coil units with Puron® refrigerant as well as vertical and horizontal applications. The design features contoured condensate pans with rugged drain connections, ensuring that little water is left in the unit at the end of the cooling duty cycle. The lack of standing condensate and corrosion free pans improves IAQ and product life, features homeowners appreciate.

Standard features include grooved tubing and louvered fins. Coil circuiting has also been updated to make the most of all Carrier heat pumps and air conditioners. Units come with solid state fan controls, 1-inch (25mm) thick insulation with R-value of 4.2, multi-speed motors, and fully-wettable coils. Units can accommodate factory- and/or field-installed heaters from 3 to 30 kW.

The FB4C fan coil design is loaded with popular features. These fan coils utilize the latest in electronic commutation motor (ECM) technology through the use of high efficiency, multi-tap ECM motors allowing reliable air delivery with increased static pressure. It comes in a pre-painted (taupe metallic) galvanized steel casing and a factory-supplied power plug for ease of installation. The FB4C unit is shipped with a factory-installed Teflon-ring piston FB4CNF(018-048) or a Puron refrigerant TXV FB4CNP (018-061).

In order to meet the California Title 24 requirement of 1.4% air leakage at 0.5" water, an accessory kit is available. (Refer to Accessories section.

SERIAL	1703E13839		
PROD	38CKC036---351--		
MODEL	38CKC036350		
PISTON	73 INDOOR	N/A OUTDOOR	
FACTORY CHARGED	R-22		
	4.60 LBS	2.09 KG	
INDOOR TXV SUB COOLING	15 °F		
POWER SUPPLY	208-230 VOLTS AC		
	1 PH	60 HZ	
PERMISSIBLE VOLTAGE AT UNIT			
	253 MAX	197 MIN	
SUITABLE FOR OUTDOOR USE			
COMPRESSOR	208/230 VOLTS AC		
	1 PH	60 HZ	
	16.0 RLA	82.0 LRA	
FAN MOTOR	208/230 VOLTS AC		
	1 PH	60 HZ	
	1/4 HP	1.4 FLA	
DESIGN/TEST PRESSURE GAGE			
HI	300 PSI	2068 KPA	
LO	150 PSI	1034 KPA	
MAX DESIGN/WORKING PRESURE	700 PSIG	4826 KPA	
MINIMUM CIRCUIT AMPS			
MAX FUSE	30	MAX CKT	

PRODUCT NO.	FA4ANF036000AGAA
MODEL NO.	FA4ANF036
SERIAL NO.	0203A69784
VOLTS	208 / 230
MOTOR HP	1/3
MOTOR FLA	2.4
PHASE/HERTZ	1/60
TEST STATIC	.35
REFRIGERANT	22 DESIGN PSIG 300 IN. W.C.



APPROVED ACCESSORIES

KFAEH0201N05	KFAEH1301C05	KFAEH0301N08
KFAEH1401C08	KFAEH0401N10	KFAEH1501C10
KFAEH0601F20	KFAEH1701C20	KFAEH2201H10
KFAEH2301H15	KFAEH2401H20	KFAEH2801C15
KFAEH2501N09	KFCEH2601F15	KFCEH0101H10
KFCEH0201H15	KFCEH0301H20	KFCEH0501N05
KFCEH0601C05	KFCEH0801N08	KFCEH1001C08
KFCEH1401N09	KFCEH0901N10	KFCEH1101C10
KFCEH1501F15	KFCEH1701C15	KFCEH1601315
KFCEH1801F20	KFCEH1901C20	KFAEH0801315

ELECTRICAL INFORMATION FOR THIS UNIT
FOR FIELD INSTALLED ELECTRIC HEATERS, APPLY ELECTRICAL INFORMATION PLATE SUPPLIED WITH HEATER IN THIS BLOCK

SINGLE SUPPLY CIRCUIT		DUAL SUPPLY CIRCUIT		HEAT PACK INSTALLED	
L1/L2 HEATER AMPS	0	L1/L2 HEATER AMPS	15	L1/L2 HEATER AMPS	N/A
MAX. OVERCUR. PROTECTION	N/A	MAX. OVERCUR. PROTECTION	N/A	MAX. OVERCUR. PROTECTION	N/A
MIN. AMPACITY	3.0	MIN. AMPACITY	N/A	MIN. AMPACITY	N/A

UNIT HAS INTEGRAL LIMIT CONTROL. MAX. OUTLET TEMP 200°F. MOTOR THERMALLY PROTECTED. SEE INSTALLATION INSTRUCTIONS FOR SPECIFIC INSTALLATION REQUIREMENTS AND APPROVED ACCESSORY KIT INFORMATION. MAX. VOLTAGE TO GROUND OF SUPPLY CIRCUIT NOT TO EXCEED 120 VOLTS IF HEATER HAS CIRCUIT BREAKER CONTROL.

COIL FOR COOLING ONLY EXCEPT WHEN INSTALLED AS PART OF A LISTED HEAT PUMP. APPROVED HEATERS MFG'D BY CACBOP, INDIANAPOLIS, IN.

CLEARANCE TO COMBUSTIBLE MATERIALS TO BE 0" FOR CASING, PLENUM AND DUCT FOR UNITS WITH 0 TO 18 KW HEATERS. ON OUTDOOR UNIT RATING PLATE. REPLACE IF NECESSARY. THIS UNIT IS EQUIPPED WITH PISTON.

30" OF PLENUM AND DUCT.

CAUTION
CACBOP
7700 West Morris Street
Indianapolis, IN 46221

76

321016-106 REV 0

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve specifications for IFB 2020-B09 Road Improvements: Hot Mix Overlay and authorize Purchasing to solicit for bids and advertise.

ITEM TYPE

CONSENT

MEETING DATE

July 14, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

JONES

CO-SPONSOR

SMITH

SUMMARY

Hays County issues this Invitation for Bid (IFB) to solicit bids for Hot Mix Overlay in the following subdivisions: Dove Hollow Estates, Oak Forest, and Signal Hills.

Attached:

IFB 2020-B09 Road Improvements: Hot Mix Overlay

Attachment A: IFB 2020-B09 Bid Form

Attachment B: General Location Maps



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2020-B09
Road Improvements: Hot Mix Overlay

Date Issued: July 16, 2020

SOLICITATION

Respondents must submit bids as listed: one (1) original and one (1) digital copy on a thumb drive
Bids will be received at the Hays County Purchasing Office at the address shown above or Electronically through BidNet
Direct until: **1:30 p.m. local time August 3, 2020.**

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 27, 2020.

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.

Attest:	Approved as to Form:
 Ruben Becerra, Hays County Judge	 Elaine Cardenas, Hays County Clerk
	Hays County Office of General Counsel

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I. Summary

- 1. Type of Solicitation:** Invitation for Bid (IFB)
- 2. Solicitation Number:** IFB 2019-B09
Road Improvements: Hot Mix Overlay
- 3. Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed bids marked with Solicitation Number and Respondent Name on the outermost envelope
One (1) original and one (1) digital copy on a thumb drive
Electronic Bid Packets can be submitted through BidNet Direct
- 5. Deadline for Responses:** In issuing office no later than:
Thursday, August 3, 2020; 1:30 p.m. Central Time (CT)
- 6. Pre-Bid Meeting:** **Thursday, July 22, 2020 at 3:00 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 2020-September 2020
- 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 27, 2020 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted on CivicPlus.
- 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 Bidding Schedule

July 16, 2020	Issuance of IFB
July 22, 2020	Pre-Bid Meeting (3:00 p.m. CT)
July 27, 2020	Deadline for Submission of Questions (5:00 p.m. CT)
August 3, 2020	Deadline for Submission of Bids (1:30 p.m. CT) <u>Late bids will not be accepted.</u>
August 2020	Anticipated contract award date

II. IFB Submittal Checklist

This checklist is provided for the Respondent's convenience only and identifies documents that must be submitted with the Solicitation Response in order to be considered responsive. Any Solicitation Responses received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

A COMPLETE SOLICITATION RESPONSE PACKAGE SHALL INCLUDE:

- ___ 1. Solicitation, Offer and Award completed and signed
- ___ 2. Vendor Reference Form
- ___ 3. Form 1295 (Certificate of Interested Parties) filed online with the Texas Ethics Commission and signed
- ___ 4. Conflict of Interest Questionnaire completed and signed
- ___ 5. Code of Ethics signed
- ___ 6. HUB Practices signed
- ___ 7. House Bill 89 Verification signed and notarized
- ___ 8. Senate Bill 252 Certification
- ___ 9. Vendor/Bidder's Affirmation completed and signed
- ___ 10. Related Parties Disclosure Form signed
- ___ 11. Bid Bond for 5% of total bid amount
- ___ 12. Any addenda applicable to this solicitation
- ___ 13. Completed bid form
- ___ 14. One original of the items above and a digital copy on a thumb drive are in a sealed envelope with the Solicitation Number and Respondent's Name on the outermost envelope, addressed to:

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

III. Specifications

A. Scope of Work

Hays County issues this Invitation for Bid (IFB) to solicit bids for Hot Mix Overlay in the following subdivisions: Dove Hollow Estates, Oak Forest, and Signal Hills.

Special Specification:

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

Preparation of Paving:

- All site preparations for paving will be the responsibility of Hays County except for level ups and milling. Contractor shall vacuum/sweep prior to tack coat.

Paving Operations:

- Paving will be conducted per specifications. Driveway tie-ins and shoulders will be tapered per direction of the Hays County Representative. If excessive numbers of base failures occur during paving operations, lighter rollers shall be used as determined necessary by the on-site Hays County Representative.

Post-Paving Cleanup:

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

Traffic Control/Safety Operations:

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

Scheduling:

- All paving operations shall be scheduled through the Hays County Transportation Department.
- Hays County Road Department shall be notified in writing (letter or email) 2 weeks prior to start date of each named roadway paving project.

All named roadways shall be completed no later than:

- September 25, 2020

Notification Along Residential Streets:

- Two days prior to paving the Contractor shall notify all residents of upcoming operations, giving instructions regarding moving vehicles out of the area of 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.

B. Project Description

Paving Worksites: Bid according to bid sheet instructions:

1. Dove Hollow Estates Subdivision
 - a. Dove Hollow Dr. 2,315' x 21' x 2"
 - b. Montague Dt 1,217' x 21' x 2"
 - c. Morning Dove Ct. 676' x 21' x 2" plus 40' radius culdesac
 - d. Dove Nest Cir 214' x 22' x 2" plus 40' radius culdesac
 - e. Rocking M Rd 1,424' x 21' x 2" plus 35' radius culdesac
 - f. Friendship Rd. 329' x 21' x 2"
 - g. Bobwhite Cir. 240' x 22' x 2" plus 40' radius culdesac
 - h. Turtledove Cir. 288' x 20' x 2" plus 40' radius culdesac
 - i. White Wing Cir 140' x 22' x 2" plus 40' radius culdesac
 - j. Paloma Cir. 311' x 20' x 2" plus 40' radius culdesac
2. Oak Forest Subdivision
 - a. Oak Forest Dr. 3810' x 22' x 2"
 - b. Oak Forest Cove 1637' x 22' x 2" plus 50' radius culdesac
 - c. Woodland Oak Trail 3118' x 22' x 2" plus 50' radius culdesac
 - d. Wood Hollow Court 631' x 22' x 2" plus 50' radius culdesac
 - e. Mourning Dove Lane 2021' x 22' x 2" plus 50' radius culdesac
 - f. Oak Hollow Lane 1103' x 22' x 2" plus 50' culdesac
 - g. Oak Hollow Court 460' x 22' x 2" plus 50' radius culdesac
3. Signal Hills Subdivision
 - a. Signal Hill Road 3627' x 24' x 2" - 3460' x 22' x 2" plus 30' radius culdesac
 - b. Regal Oaks Dr. 769' x 20' x 2" plus 30' radius culdesac
 - c. Signal Hill View 2151' x 20' x 2" plus 30' radius culdesac
 - d. Miller Lane 958' x 20' x 2" plus 30' radius culdesac
 - e. Lyckman Lane 790' x 20' x 2"
4. Contractor is responsible for removing, by milling to a depth of 2", pavement at locations tying into areas outside overlay limits.
 - a. Milling Operations: Contractor is responsible for milling, rolling, and otherwise preparing the underlying base/pavement to accept the new hot mix surface. Hays County will provide haul-off of materials, using 12 yard tandem end-dumps.
 - b. Reference Attachment B: General Location Maps

C. 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.

D. Mandatory Bid Form

Respondent must provide its total bid amount by completing the mandatory bid form included as Attachment A: IFB 2020-B09 - Bid Form.

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

ESTIMATED QUANTITIES: Quantities listed on the bid form are approximations of job quantities per ton and will be used for the comparison of bids. Individual jobs and payments will be made in accordance with delivery tickets.

E. Submittal Requirements

Respondent must deliver the following to the Issuing Office by the specified deadline:

- One (1) original bid packages with required forms manually signed by Respondent with original signatures
- One (1) digital copy of the full bid package with all required forms on a thumb drive

All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.

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.

F. 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 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 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 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, 2020 or until successful project completion. Contract may be extended by the Commissioners Court of Hays County.

G. 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.

H. 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 by September 25, 2020, 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.

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: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

VI. Certificate of Interested Parties

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

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

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

If you do not have access to the link provided above or 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 Date Received _____	
1 Name of vendor who has a business relationship with local governmental entity. _____		
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.)		
3 Name of local government officer about whom the information is being disclosed. _____ <div style="text-align: center;">Name of Officer</div>		
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>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>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <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).		
7 _____		
Signature of vendor doing business with the governmental entity		Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. 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

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

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

Company Name

IFB or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date

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

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

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

Employee or Former Employee Name	Title

Name of Related Person	Title	Relationship

Section D: No Known Relationships

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

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.

Attachment A: IFB 2020-B09 BID FORM
ROAD IMPROVEMENTS: HOT-MIX OVERLAY

All Projects are Special Specification 3077 SUPERPAVE MIXTURE Type D Hot Mix.

Per Ton Bid for project:

- Pricing per ton should include a turn-key install and include all cost of the project.
- Submit bid pricing as cost per ton for total tonnage of all locations combined.

Subdivision	Price per Ton	Estimated Tons*	Total Job Cost
Dove Hollow Estates	\$	2301	\$
Oak Forest	\$	4094	\$
Signal Hills	\$	3349	\$
Total Bid of all 3 jobs			\$

Total amount of bid (written out):

*Award will be based on qualifications and total per ton bid for all projects combined based on estimated tonnages. Compensation to contractor will be based on delivery tickets. Contract payment will be made for the tonnage placed. Price per ton to be used if tonnage is increased due to miscalculations or if additional paving work is requested at or near each site. Estimated tonnage 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)

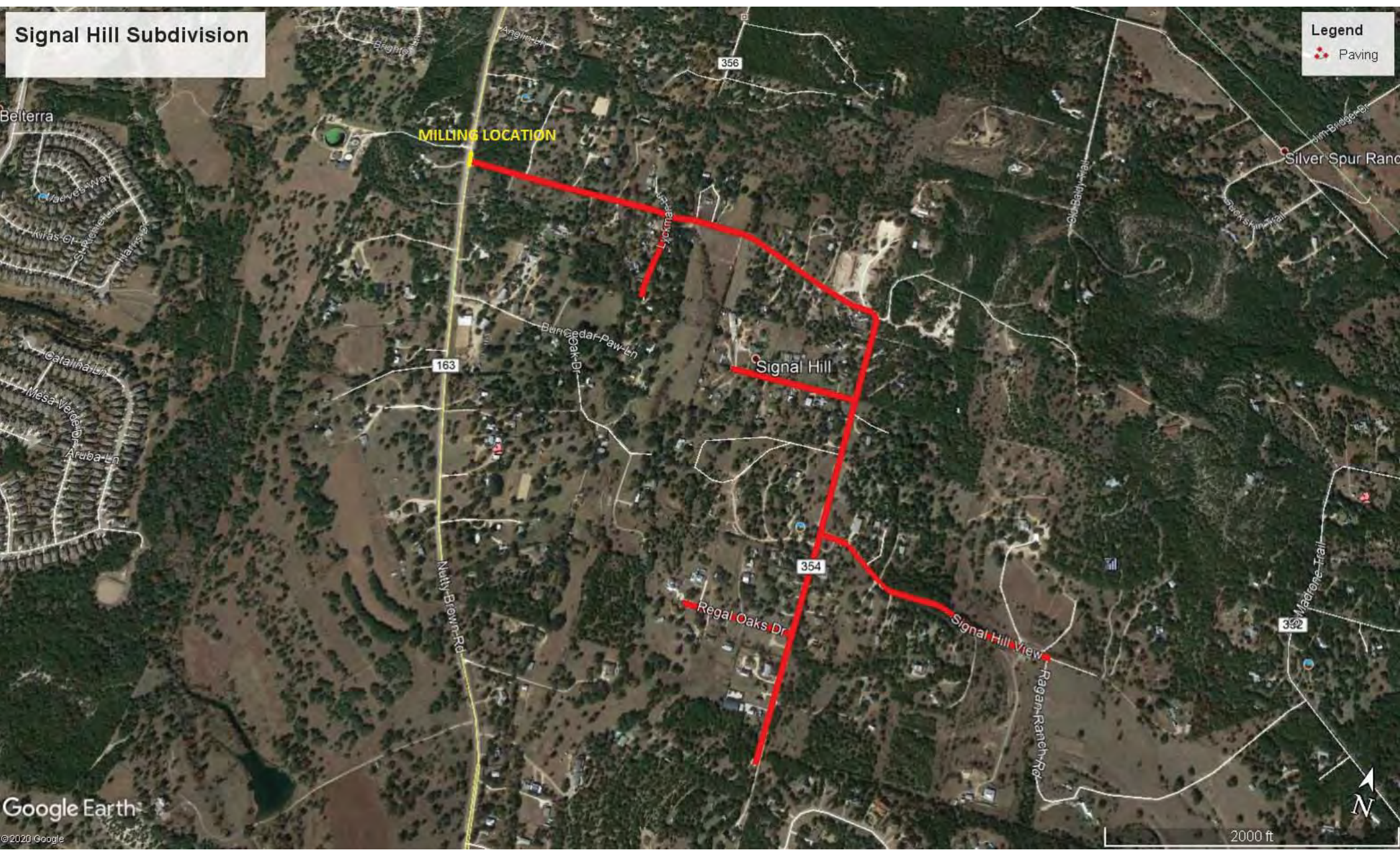
Dove Hollow Estates



Signal Hill Subdivision

Legend

 Paving



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve specifications for IFB 2020-B16 Road Improvements - Remove & Replace Hot Mix and authorize Purchasing to solicit for bids and advertise.

ITEM TYPE

CONSENT

MEETING DATE

July 14, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

JONES

CO-SPONSOR

SMITH

SUMMARY

Hays County issues this Invitation for Bid (IFB) to solicit bids to Remove and Replace Hot Mix in the following subdivisions: Belterra, and Shadow Creek

Attached:

IFB 2020-B16 Road Improvements: Remove & Replace Hot Mix

Attachment A: IFB 2020-B16 Bid Form

Attachment B: General Location Maps



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2020-B16
Road Improvements: Remove & Replace Hot Mix

Date Issued: July 16, 2020

SOLICITATION

Respondents must submit bids as listed: one (1) original and one (1) digital copy on a thumb drive
Bids will be received at the Hays County Purchasing Office at the address shown above or Electronically through BidNet
Direct until: **2:00 p.m. local time August 3, 2020.**

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 27, 2020.

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.

	Attest:	Approved as to Form:
Ruben Becerra, Hays County Judge	Elaine Cardenas, Hays County Clerk	Hays County Office of General Counsel

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I. Summary

- 1. Type of Solicitation:** Invitation for Bid (IFB)
- 2. Solicitation Number:** IFB 2019-B16
Road Improvements: Remove & Replace Hot Mix
- 3. Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed bids marked with Solicitation Number and Respondent Name on the outermost envelope
One (1) original and one (1) digital copy on a thumb drive
Electronic Bid Packets can be submitted through BidNet Direct
- 5. Deadline for Responses:** In issuing office no later than:
Thursday, August 3, 2020; 2:00 p.m. Central Time (CT)
- 6. Pre-Bid Meeting:** **Thursday, July 22, 2020 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 2020-September 2020
- 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 27, 2020 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted on CivicPlus.
- 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 Bidding Schedule

July 16, 2020	Issuance of IFB
July 22, 2020	Pre-Bid Meeting (1:30 p.m. CT)
July 27, 2020	Deadline for Submission of Questions (5:00 p.m. CT)
August 3, 2020	Deadline for Submission of Bids (2:00 p.m. CT) <u>Late bids will not be accepted.</u>
August 2020	Anticipated contract award date

II. IFB Submittal Checklist

This checklist is provided for the Respondent's convenience only and identifies documents that must be submitted with the Solicitation Response in order to be considered responsive. Any Solicitation Responses received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

A COMPLETE SOLICITATION RESPONSE PACKAGE SHALL INCLUDE:

- ____ 1. Solicitation, Offer and Award completed and signed
- ____ 2. Vendor Reference Form
- ____ 3. Form 1295 (Certificate of Interested Parties) filed online with the Texas Ethics Commission and signed
- ____ 4. Conflict of Interest Questionnaire completed and signed
- ____ 5. Code of Ethics signed
- ____ 6. HUB Practices signed
- ____ 7. House Bill 89 Verification signed and notarized
- ____ 8. Senate Bill 252 Certification
- ____ 9. Vendor/Bidder's Affirmation completed and signed
- ____ 10. Related Parties Disclosure Form signed
- ____ 11. Bid Bond for 5% of total bid amount
- ____ 12. Any addenda applicable to this solicitation
- ____ 13. Completed bid form
- ____ 14. One original of the items above and a digital copy on a thumb drive are in a sealed envelope with the Solicitation Number and Respondent's Name on the outermost envelope, addressed to:

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

III. Specifications

A. Scope of Work

Hays County issues this Invitation for Bid (IFB) to solicit bids to Remove and Replace Hot Mix in the following subdivisions: Belterra, and Shadow Creek.

Special Specification:

- Specification Item 340 and 351 of the Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges shall govern this project. A trackless tack coat placed prior to paving with Type D mix is specified. Contractor shall provide QA/QC with minimum of 3 bulk samples/ 3 cores per day of work for density compaction.

Milling in Preparation of Paving:

- In locations determined by the Hays County Representative pavement will be milled to either 4" or 6' depth from existing paving. Hays County will provide the trucking and dumpsite for haul off materials. After milling the location will be free of loose material and a tack coat applied prior to paving.

Paving Operations:

- Paving will be conducted per specifications. Depending on the milled depth either a 2.5" lift of B mix followed by 1.5" of D mix or a 4" lift of Type B mix will be placed followed by a 2" lift of Type D mix. Proper time between lifts to allow cooling and a tack coat of surface and edges between lifts of mix. (the attached map will show estimated areas of each paving depth)

Post-Paving Cleanup:

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

Traffic Control/Safety Operations:

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

Scheduling:

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

All named roadways shall be completed no later than:

- September 25, 2020

Notification Along Residential Streets:

- Two days prior to paving the Contractor shall notify all residents of upcoming operations, giving instructions regarding moving vehicles out of the area of 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.

B. Project Description

Paving Worksites: Bid according to bid sheet instructions:

1. Belterra Subdivision
 - a. 4" depth Belterra Dr 14,369 SYD
 - b. 6" depth Belterra Dr 6,152 SYD
2. Shadow Creek Subdivision
 - a. 4" depth Shadow Creek Blvd 1,000 SYD
 - b. 4" depth Spanish Trail Blvd 1,000 SYD
 - c. 6" depth Shadow Creek Blvd 10,668 SYD
 - d. 6" depth Spanish Trail Blvd 17,472 SYD
3. Contractor is responsible for removing, by milling to a depth of 4" or 6".
 - a. Milling Operations: Contractor is responsible for milling, rolling, and otherwise preparing the underlying base to accept the new hotmix surface. **Hays County will provide haul-off of materials, using 12 yard tandem end-dumps.**
 - b. Reference Attachment B: General Location Maps (locations are estimated/actual locations will be determined by a Hays County Representative)

C. 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.

D. Mandatory Bid Form

Respondent must provide its total bid amount by completing the mandatory bid form included as Attachment A: IFB 2020-B16 - Bid Form.

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

ESTIMATED QUANTITIES: Quantities listed on the bid form are approximations of job quantities per ton and will be used for the comparison of bids. Individual jobs and payments will be made in accordance with delivery tickets.

E. Submittal Requirements

Respondent must deliver the following to the Issuing Office by the specified deadline:

- One (1) original bid packages with required forms manually signed by Respondent with original signatures
- One (1) digital copy of the full bid package with all required forms on a thumb drive

All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.

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.

F. 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 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 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 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, 2020 or until successful project completion. Contract may be extended by the Commissioners Court of Hays County.

G. 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.

H. 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 by September 25, 2020, 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.

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: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

VI. Certificate of Interested Parties

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

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

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

If you do not have access to the link provided above or 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 Date Received _____	
1 Name of vendor who has a business relationship with local governmental entity. _____		
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.)		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center;">_____</div> <div style="text-align: center;">Name of Officer</div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="margin-left: 40px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; 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>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. 		
6 <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).		
7 _____ <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Signature of vendor doing business with the governmental entity Date </div>		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

Sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

Signature of Company Representative

Date

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

NOTARY SEAL

Notary Public in and for the State of Texas

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

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

Company Name

IFB or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date

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

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

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

Employee or Former Employee Name	Title

Name of Related Person	Title	Relationship

Section D: No Known Relationships

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

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.

Attachment A: IFB 2020-B16 BID FORM
ROAD IMPROVEMENTS: REMOVE & REPLACE HOT MIX

All Projects are TXDOT Specification Item 340 Type B and Type D Hot Mix.

Per Square Yard Bid for project:

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

Per Square Yard Bid includes Milling 6" Depth, Replacing 4" Type B Mix and 2" Type D Mix

Subdivision	Price per Square Yard	Estimated Square Yards*	Total Job Cost
Belterra	\$	6,512	\$
Shadow Creek	\$	28,140	\$
		Total Bid of all 2 jobs	\$

Per Square Yard Bid includes Milling 4" Depth, Replacing 2.5" Type B Mix and 1.5" Type D Mix

Subdivision	Price per Square Yard	Estimated Square Yards*	Total Job Cost
Belterra	\$	14,369	\$
Shadow Creek	\$	2,000	\$
		Total Bid of all 2 jobs	\$

Total Amount of entire bid:

\$

Total amount of entire bid (written out):

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

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

(Signature of person authorized to sign bid)

(Printed name and title of signer)

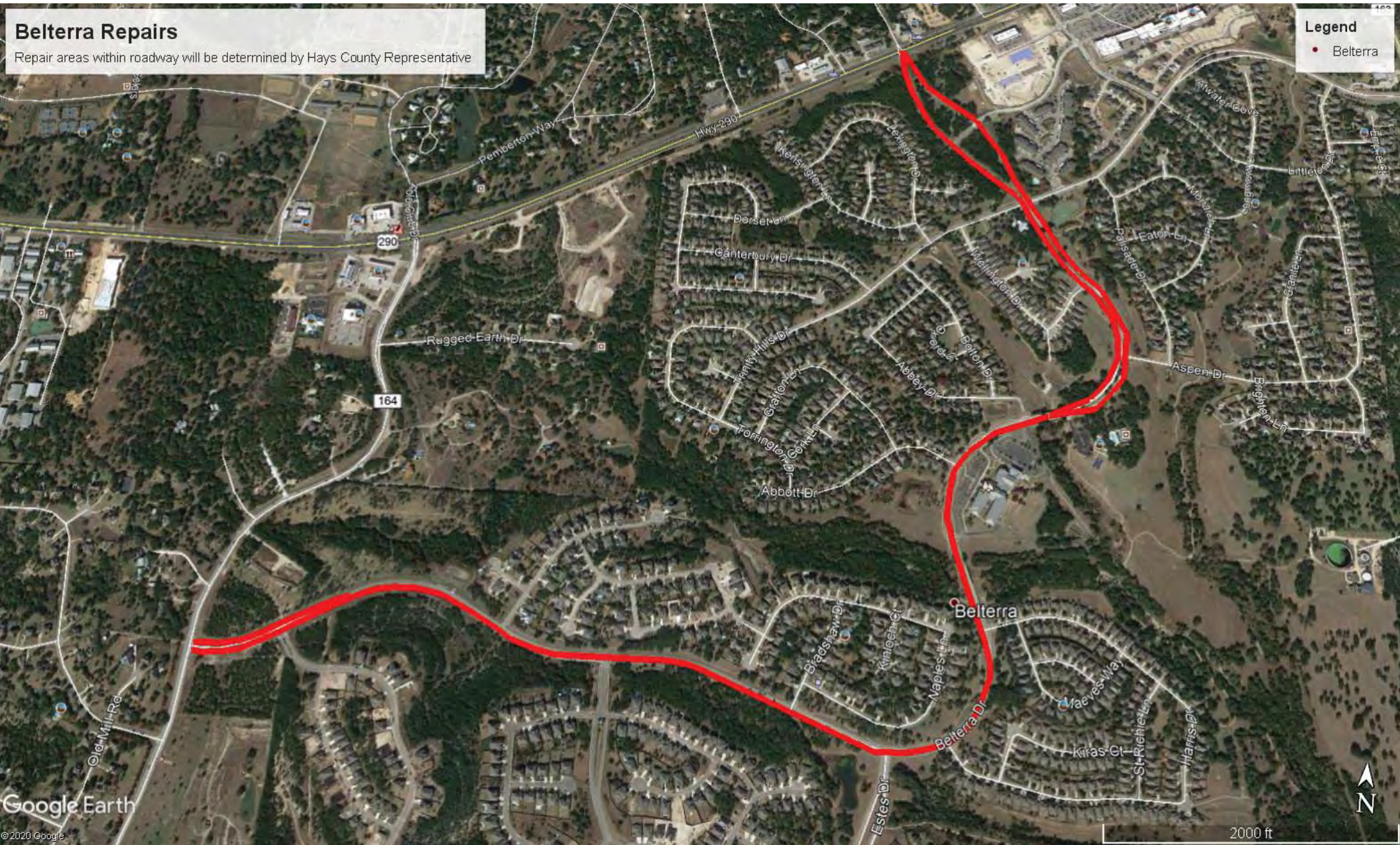
(Date)

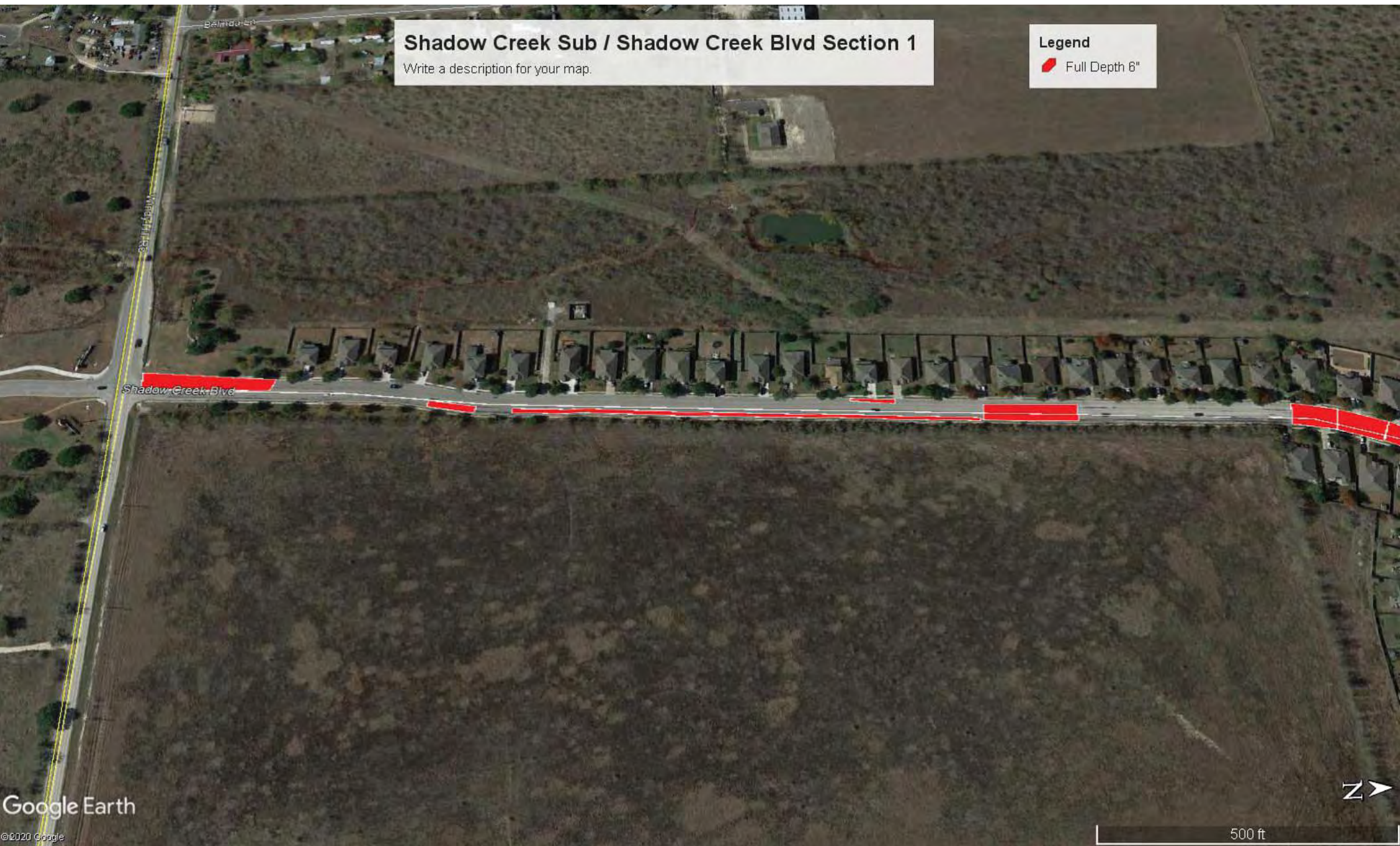
Belterra Repairs

Repair areas within roadway will be determined by Hays County Representative

Legend

- Belterra





Shadow Creek Sub / Shadow Creek Blvd Section 1
Write a description for your map.

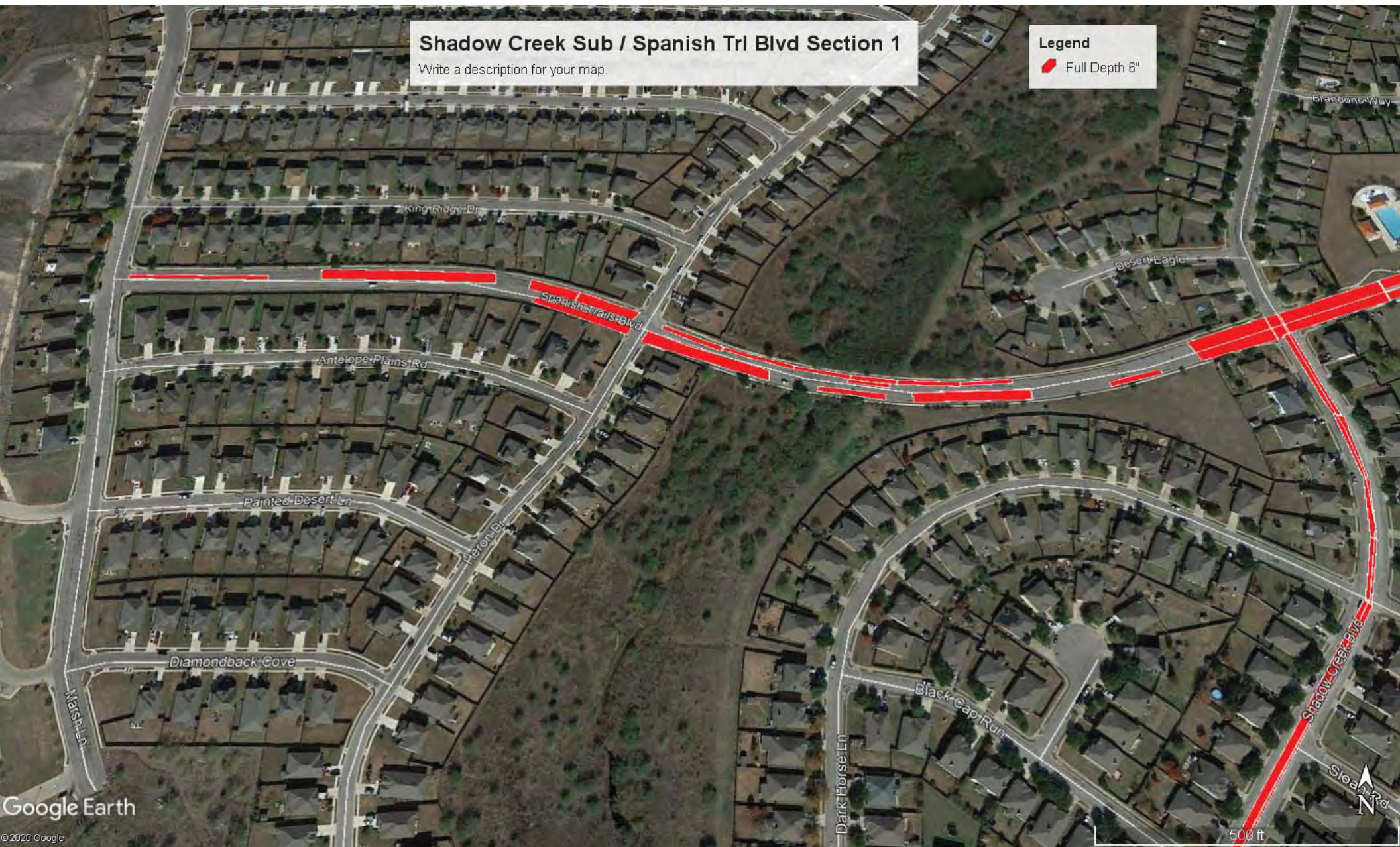
Legend
Full Depth 6"

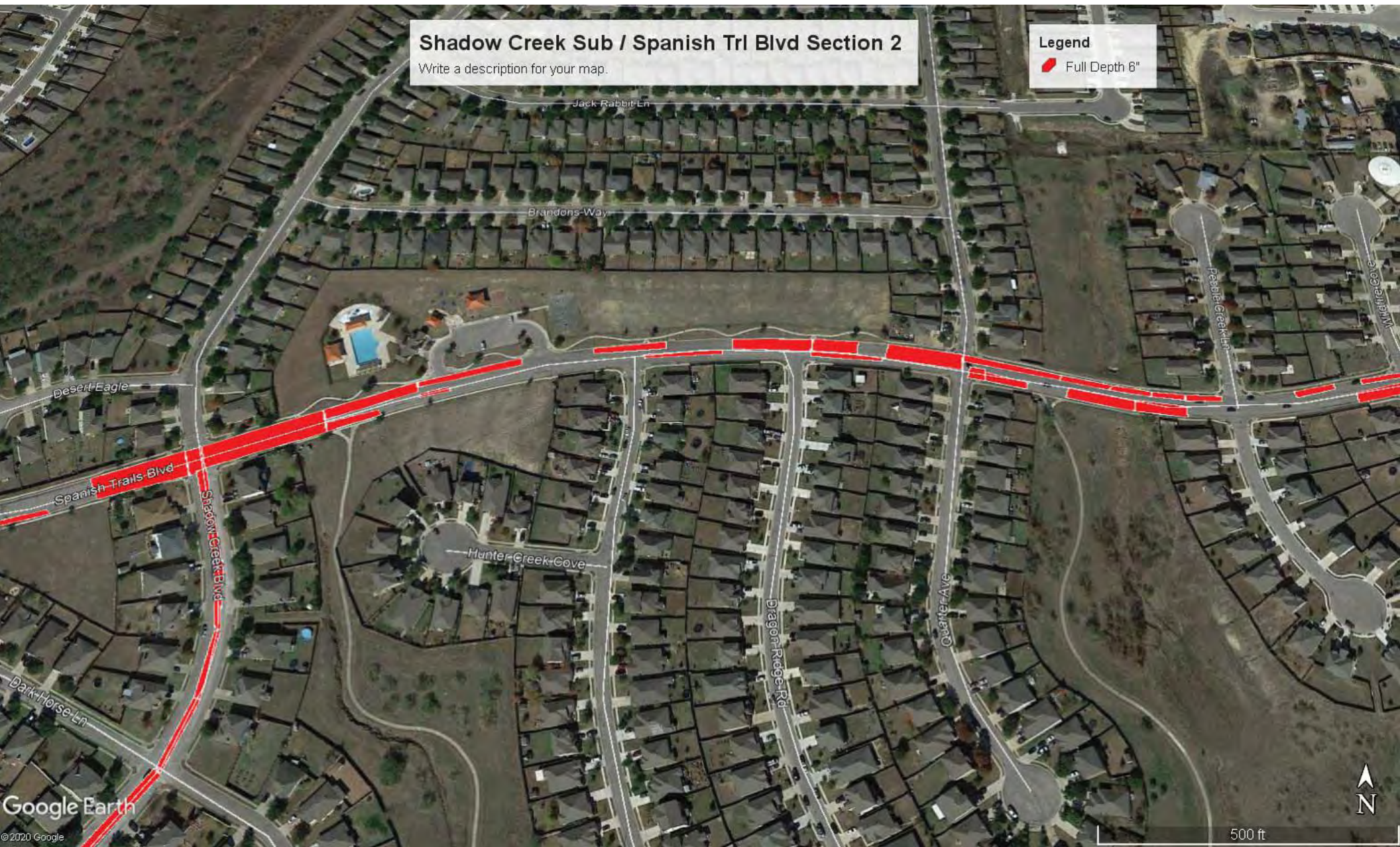
Google Earth

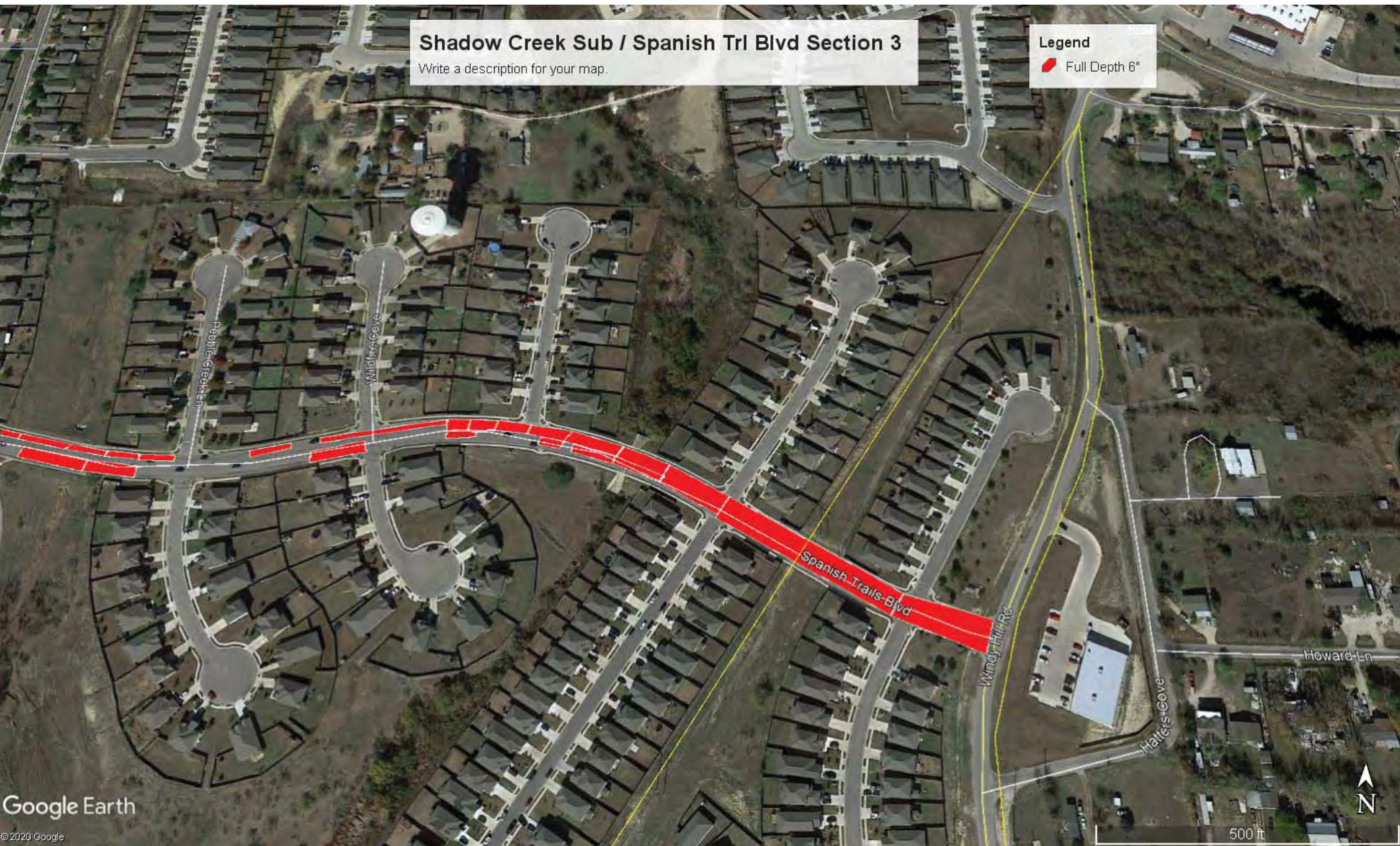
©2020 Google

500 ft









AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Accept the Fiscal Year 2019 Hays County Emergency Services District #3 Audit Report per Texas Health and Safety Code 775.082.

ITEM TYPE

CONSENT

MEETING DATE

July 14, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Marisol Villarreal-Alonzo

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Texas Health and Safety Code 775.082 requires that the District prepare and file with the Commissioners Court by June 1 of each year an audit report of the district's fiscal accounts and records. Please note that the COVID-19 pandemic caused interruptions and delays to the audit schedule. The District's Audit Report dated June 26, 2020 is attached.

**HAYS COUNTY EMERGENCY SERVICES
DISTRICT #3
AUDITED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2019**

WILLIAMGRIMSLEY
Certified Public Accountant

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

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WILLIAM GRIMSLEY

CERTIFIED PUBLIC ACCOUNTANT

INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Hays County Emergency Services District #3
San Marcos, Texas

Report on the Financial Statements

I have audited the accompanying financial statements of the governmental activities and each major fund of Hays County Emergency Services District #3 (the District), as of and for the year ended December 31, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express opinions on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of December 31, 2019, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3-7 and page 25, respectively, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. I have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I do not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, I have also issued my report dated June 26, 2020, on my consideration of the District's internal control over financial reporting and on my tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of my testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



William Arthur Grimsley, CPA
Gatesville, Texas
June 26, 2020

MANAGEMENT'S DISCUSSION AND ANALYSIS

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

MANAGEMENT'S DISCUSSION AND ANALYSIS

For the Year Ended December 31, 2019

Our discussion and analysis of the Hays County Emergency Services District #3's (the District) financial performance provides an overview and analysis of the District's financial activities for the year ended December 31, 2019. Please read it in conjunction with the Independent Auditor's Report, the accompanying basic financial statements, and the notes to the financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the year by \$6,442,447 (net position). Of this amount, \$1,124,348 is unrestricted and may be used to meet the District's future obligations.
- During the year, the District's revenues of \$2,963,121, exceeded its expenses of \$2,378,169, reflecting an increase in net position of \$584,952.
- The District's capital assets totaled \$7,944,675, net of accumulated depreciation, a decrease of \$358,687 from the prior year the net result of \$268,627 in additions less \$627,314 in depreciation and retirements.
- Debt at year-end of \$2,928,040 decreased by \$575,729, the result of principal payments on existing debt.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements. The *government-wide financial statements* are designed to provide the readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all the District's assets, liabilities, and deferred inflows/outflows with the difference reported as net position. Over time, increases or decreases in the District's net position may serve as a useful indicator of whether its financial health is improving or deteriorating.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

MANAGEMENT'S DISCUSSION AND ANALYSIS

For the Year Ended December 31, 2019

The *statement of activities* presents information showing how the District's net position changed during the year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future periods. This may include uncollected taxes and other revenues or expenses that are appropriated for the current year even though cash is not received or expended until the following year. The government-wide financial statements can be found on pages 8-9 of this report.

Fund Financial Statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate the comparison between governmental funds and governmental activities.

The District maintains two governmental funds, the General Fund and the Debt Service Fund. The basic governmental fund financial statements can be found on pages 10-13 of this report.

Notes to the Financial Statements. The notes provide narrative explanations or additional data needed for full disclosure in the government-wide statements and the fund financial statements. These can be found starting on page 14.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

MANAGEMENT'S DISCUSSION AND ANALYSIS

For the Year Ended December 31, 2019

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net Position. Net assets exceed liabilities by \$6,442,447, however a large portion of the District's net position reflects its investment in capital assets less related debt used to acquire those assets that is still outstanding. The District uses these capital assets to provide services to its citizens; consequently, these assets are not available for future spending. Although the District's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. The following is a comparative summary of the District's net position as of December 31, 2019:

	NET POSITION			
	2019	2018	\$ Change	% Change
Current and other assets	\$ 1,800,614	\$ 1,473,588	\$ 327,026	22.2%
Capital assets, net	7,944,675	8,303,362	(358,687)	-4.3%
Total assets	9,745,289	9,776,950	(31,661)	-0.3%
Current liabilities	374,802	415,688	(40,886)	-9.8%
Long-term liabilities	2,928,040	3,503,768	(575,728)	-16.4%
Total liabilities	3,302,842	3,919,456	(616,614)	-15.7%
Net position:				
Net investment in capital assets	5,016,635	4,799,594	217,041	4.5%
Restricted	301,464	298,464	3,000	1.0%
Unrestricted	1,124,348	759,436	364,912	48.1%
Total net position	\$ 6,442,447	\$ 5,857,494	\$ 584,953	10.0%

Changes in Net Position. Revenues totaled \$2,963,121 for the year, an increase of \$205,308 or 7.4%. Property and sales taxes are the largest components of revenue, accounting for 81.4 % of total revenue. Expenses totaled \$2,378,169, an increase of \$265,898 or 12.6%, primarily from an increase in personnel costs. The following is a summary of the District's operations for the fiscal year 2019:

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

MANAGEMENT'S DISCUSSION AND ANALYSIS

For the Year Ended December 31, 2019

CHANGES IN NET POSITION

	2019	2018	\$ Change	% Change
Program Revenues:				
Charges for services	\$ 395,565	\$ 374,837	\$ 20,728	5.5%
Grant and contributions income	33,897	25,124	8,773	34.9%
General Revenues:				
Tax revenues	2,412,765	2,192,284	220,481	10.1%
Interest income	10,291	4,862	5,429	111.7%
Other income	110,603	160,706	(50,103)	-31.2%
Total revenues	<u>2,963,121</u>	<u>2,757,813</u>	<u>205,308</u>	<u>7.4%</u>
Expenses:				
General government	2,280,074	2,005,001	275,073	13.7%
Interest on long-term debt	98,095	107,270	(9,175)	-8.6%
Total expenses	<u>2,378,169</u>	<u>2,112,271</u>	<u>265,898</u>	<u>12.6%</u>
Change in net position	<u>\$ 584,952</u>	<u>\$ 645,542</u>	<u>\$ (60,590)</u>	<u>-9.4%</u>

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

Governmental Funds. The focus of the District's governmental fund is to provide information on near-term inflows, outflows, and balances of spending resources. Such information is useful in accessing the District's financing requirements. In particular, unassigned and assigned fund balances may serve as a useful measure of the District's net resources available for spending at the end of the fiscal year.

As the District completed the year, its general fund (as presented in the balance sheet on page 10) reported a combined fund balance of \$1,406,672, (an increase from the prior year of \$322,123), driven primarily by tax revenues exceeding capital outlays and debt service requirements.

Budget Highlights. The District prepares its budget on a government-wide (full accrual) GAAP basis. Actual revenues were \$4,539 higher than the budget, primarily from tax revenue. Actual expenditures were \$15,432 lower than the budget, primarily from lower personnel cost and depreciation, offset partially by higher general and administrative expense. Other financing sources were \$74,651 higher than budget, primarily from insurance proceeds. The combination of these produced a favorable variance of \$94,622 in the net change in fund balance.

More detail is presented in the required supplementary information section on page 25.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

MANAGEMENT'S DISCUSSION AND ANALYSIS

For the Year Ended December 31, 2019

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

At year-end, the District's investment in capital assets totaled \$7,944,675, net of accumulated depreciation, a decrease of \$358,687 to the prior year, the net result of \$268,627 in additions less \$627,314 in depreciation and retirements. This year's additions were primarily in station improvements, equipment, and computers.

More detailed information about the District's capital assets is presented in the Notes to the Financial Statements on page 21.

Debt

At year-end, the District's long-term debt was \$2,928,040, a decrease over the prior year of \$575,729. This decrease was the result of principal payments on existing debt. More detailed information about the District's long-term debt is presented in the Notes to the Financial Statements starting on page 22.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES

The District's appointed officials considered many factors when setting the fiscal year 2019 budget and tax rates. Some of those factors include the economy and the anticipated needs of the District for operations and capital outlay in the next year. The District adopted a government-wide \$2,817,706 budget, sufficient to provide for budgeted maintenance and operations, debt service, and capital improvements for the fiscal year 2020. It will be funded primarily through property and sales taxes.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the District's finances for all those with an interest therein. Questions concerning any of the information provided in this report or requests for additional information should be addressed to: Sharon O'Brien, Hays County Emergency Services District #3, 3528 Hunter Road, San Marcos, Texas 78666.

BASIC FINANCIAL STATEMENTS

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

Statement of Net Position

For the Year Ended December 31, 2019

	Total Governmental Activities
ASSETS:	
Cash	\$ 1,122,090
Receivables:	
Property taxes, net	241,066
Sales tax	246,633
Texas Fire Academy fees	36,054
Prepaid expenses	145,611
Inventory and other assets	9,160
Total current assets	<u>1,800,614</u>
Capital assets:	
Land	96,450
Trucks, vehicles and boats	3,542,705
Stations	6,914,282
Furniture and fixtures	152,676
Computers and software	324,839
Equipment	1,503,804
Work in process	57,181
Less: accumulated depreciation	<u>(4,647,262)</u>
Total long-term assets	<u>7,944,675</u>
Total assets	<u><u>\$ 9,745,289</u></u>
LIABILITIES:	
Accounts payable	\$ 126,594
Accrued liabilities	50,389
Texas Fire Academy participant's deposits	197,819
Total current liabilities	<u>374,802</u>
Noncurrent liabilities:	
Due within one year	303,712
Due after one year	<u>2,624,328</u>
Total noncurrent liabilities	<u>2,928,040</u>
Total liabilities	<u><u>\$ 3,302,842</u></u>
NET POSITION:	
Net investment in capital assets	\$ 5,016,635
Restricted: debt service	301,464
Unrestricted	<u>1,124,348</u>
Total net position	<u><u>\$ 6,442,447</u></u>

The accompanying notes are an integral part of these financial statements.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

Statement of Activities

For the Year Ended December 31, 2019

Functions/Programs	Expenses	Program Revenues		Net (Expense)
		Charges for	Operating Grants	Revenue and Change
		Services	and Contributions	in Net Position
				Governmental
				Activities
Governmental activities	\$ 2,280,074	\$ 395,565	\$ 33,897	\$ (1,850,612)
Interest expense	98,095	-	-	(98,095)
Total primary government	<u>\$ 2,378,169</u>	<u>\$ 395,565</u>	<u>\$ 33,897</u>	<u>\$ (1,948,707)</u>
General Revenues:				
				1,007,422
				1,405,343
				10,291
				110,603
			Total General Revenues	<u>2,533,659</u>
		Change in Net Position		584,952
		Net Position - Beginning of Year		<u>5,857,495</u>
		Net Position - End of Year		<u>\$ 6,442,447</u>

The accompanying notes are an integral part of these financial statements.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

Balance Sheet - Governmental Funds

For the Year Ended December 31, 2019

	General Fund	Debt Service Fund	Total Governmental Fund
ASSETS			
Cash	\$ 820,626	\$ 301,464	\$ 1,122,090
Property tax receivable, net	241,066	-	241,066
Sales taxes receivable	246,633	-	246,633
Texas Fire Academy fees receivable	36,054	-	36,054
Prepaid assets	145,611	-	145,611
Inventory and other assets	9,160	-	9,160
Total assets	<u>\$ 1,499,150</u>	<u>\$ 301,464</u>	<u>\$ 1,800,614</u>
LIABILITIES			
Accounts payable	\$ 126,593	\$ -	\$ 126,593
Accrued liabilities	50,389	-	50,389
Total liabilities	<u>176,982</u>	<u>-</u>	<u>176,982</u>
DEFERRED INFLOW OF RESOURCES			
Unavailable revenue - property taxes	216,960	-	216,960
Fund Balance			
Nonspendable	154,771	-	154,771
Restricted - debt service	-	301,464	301,464
Committed	-	-	-
Unassigned	950,437	-	950,437
Total fund balance	<u>1,105,208</u>	<u>301,464</u>	<u>1,406,672</u>
Total liabilities, deferred inflows of resources and fund balance	<u>\$ 1,499,150</u>	<u>\$ 301,464</u>	<u>\$ 1,800,614</u>

The accompanying notes are an integral part of these financial statements.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position

For the Year Ended December 31, 2019

Total fund balance (deficit) – governmental funds \$ 1,406,672
 Amounts reported for governmental activities in the statement
 of net position are different because:

Capital assets used in governmental activities are not financial
 resources and therefore are not reported in the fund. These
 assets consist of:

Land	\$ 96,450	
Trucks, vehicles and boats	3,542,705	
Stations	6,914,282	
Furniture and fixtures	152,676	
Computers and software	324,839	
Equipment	1,503,804	
Work in progress	57,181	
Accumulated depreciation	<u>(4,647,262)</u>	
Total capital assets		7,944,675

Long-term debt is not due and payable in the current period and,
 therefore, is not reported as a liability in the fund financial statement. (2,928,040)

Some liabilities (such as Texas Fire Academy deposits, and accrued
 interest payable) are not due and payable in the current period and,
 therefore, are not reported in the fund. (197,819)

Some revenues in the governmental fund are deferred because they are
 not collected within the prescribed time period after year end. On the
 accrual basis, however, those revenues would be recognized, regardless
 of when they are collected. 216,959

Net assets of governmental activities (page 8) \$ 6,442,447

The accompanying notes are an integral part of these financial statements.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds

For the Year Ended December 31, 2019

	General Fund	Debt Service Fund	Total Governmental Fund
Revenues:			
Tax revenues	\$ 2,345,084	\$ -	\$ 2,345,084
Grant and contribution income	33,897	-	33,897
Charges for services	417,457	-	417,457
Interest	7,291	3,000	10,291
Other income	35,488	-	35,488
Total Revenues	2,839,217	3,000	2,842,217
Expenditures:			
Apparatus	130,402	-	130,402
Communications	71,308	-	71,308
General and administrative	176,212	-	176,212
Personnel (including benefits)	701,494	-	701,494
Training	89,108	-	89,108
Texas Fire Academy	369,932	-	369,932
Station repairs, maintenance and supplies	113,739	-	113,739
Debt service - principal	575,729	-	575,729
Debt service - interest	98,095	-	98,095
Capital outlay	268,726	-	268,726
Total Expenditures	2,594,745	-	2,594,745
Excess of Revenues Over Expenditures	244,472	3,000	247,472
Other Financing Sources (Uses):			
Insurance proceeds	74,651	-	74,651
Total other financing sources (uses)	74,651	-	74,651
Net Change in Fund Balance	319,123	3,000	322,123
Fund Balance, Beginning of Year	786,085	298,464	1,084,549
Fund Balance, End of Year	\$ 1,105,208	\$ 301,464	\$ 1,406,672

The accompanying notes are an integral part of these financial statements.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

Reconciliation of the Statement of Revenues, Expenditures and Changes in Governmental Funds to the Statement of Activities

For the Year Ended December 31, 2019

Net change in fund balance – total governmental fund	\$ 322,123
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Amounts reported for governmental activities in the statement of activities (page 9) are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays were lower than depreciation in the current period.	(358,687)
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Revenues in the statement of activities that do not provide current financial resources are not reported as revenue in the governmental fund. This is the net change from the previous period.	67,680
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Texas Fire Academy class registration fees received in advance are deferred in the statement of activities, but provide current financial resources and accordingly are reported as revenue in the governmental fund. This is the net change from the previous period.	(21,893)
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Repayment of principal on debt is an expenditure in the governmental funds, but the repayment reduces long-term debt in the statement of net position.	575,729
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Change in net position of governmental activities (page 9)	<u>\$ 584,952</u>
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The accompanying notes are an integral part of these financial statements.

NOTES TO THE BASIC FINANCIAL STATEMENTS

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

Notes to the Financial Statements

For the Year Ended December 31, 2019

Note 1- Summary of Significant Accounting Policies

The accounting policies of the Hays County Emergency Services District #3 (the District) conform to generally accepted accounting principles (GAAP) in the United States of America, applicable to state and local governments. The Governmental Accounting Standards Board (GASB) is the accepted standards-setting body for established governmental accounting and financial reporting principles. The more significant of the District's policies are described below.

A. The Reporting Entity

The District is a governmental unit of the state of Texas that was formed in July 1998. The District's role is to collect taxes from the citizens of its respective district and utilize those collections for emergency services. Those services include fire and allied services, first responder, water rescue, and the provision of a training academy. The Commissioners of the District are an appointed Board by the Hays County Commissioners to oversee and guide the various activities of the District.

The District has adopted GASB Statement No. 61, *The Financial Reporting Entity: Omnibus*. Using these criteria, the District has no component units. The District is included in the basic financial statements of Hays County, Texas, as a component unit.

B. Government-Wide Financial Statements

The government-wide financial statements (i.e. the *Statement of Net Position* and the *Statement of Activities*) report information on all of the non-fiduciary activities of the District.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods or services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

Notes to the Financial Statements

For the Year Ended December 31, 2019

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are reported when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within thirty days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to claims and judgments, are recorded only when payment is due.

The District reports the following major governmental funds:

General Fund - The general fund is the District's primary operating fund. It is used to account for all financial resources of the general government except those required to be accounted for in another fund.

Debt Service Fund - The debt service fund is used to account for resources accumulated for the payment of principal and interest on long-term debt, as required by the loan agreement dated May 23, 2014, associated with the construction of the Hunter Road Station.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

Notes to the Financial Statements

For the Year Ended December 31, 2019

D. Cash and Cash Equivalents

Cash and cash equivalents are short-term highly liquid investments that are readily convertible to known amounts of cash and so near maturity that there is not significant risk of changes in value due to changes in interest rates.

E. Accounts Receivable

Accounts receivable consists of property tax, sales tax and amounts due from participants of the Texas Fire Academy (TFA), as of December 31, 2019. The District does not record an allowance for uncollectable accounts, supported by historical collections.

F. Inventories and Prepaid Items

Inventories of consumable supplies are valued at cost using the first in/first out method. The costs of government fund inventories are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future periods and are recorded as prepaid items in both the government-wide and fund financial statements. In the fund financial statements this asset is offset by a reservation of fund balance which indicates they do not represent "available spendable resources." The costs of prepaid items are recorded as expenditures when consumed rather than when purchased.

G. Capital Assets

All capital assets are capitalized at cost (or estimated historical cost) at the time of acquisition and updated for additions and retirements during the year. The District does not possess any infrastructure. Improvements are capitalized; the cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not. Depreciation is calculated on a straight-line basis. Estimated useful lives are as follows:

Furniture and Fixtures	5 Years
Fire Trucks/Equipment	10 Years
Stations	30 Years

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

Notes to the Financial Statements

For the Year Ended December 31, 2019

H. Texas Fire Academy Deposits

Texas Fire Academy deposits consist of payments made by participants in advance of the applicable training program.

I. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District does not have any items that qualify.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has only one item that qualifies for reporting in this category. Accordingly, the item, *unavailable revenue-property taxes*, is reported in the governmental funds balance sheet. These amounts are deferred and recognized as an inflow of resources in the periods the amounts become available.

J. Equity Classifications

In the government-wide financial statements, equity is shown as net position and classified into three components:

Net investment in capital assets – Capital assets, net of accumulated depreciation, reduced by the outstanding balance of any bonds, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those assets.

Restricted – Consists of assets with constraints placed on the use either by: 1) external groups, such as creditors, grantors, contributors, or laws or regulations of other governments or 2) imposed law through constitutional provisions or enabling legislation. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first and then unrestricted resources as they are needed.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

Notes to the Financial Statements

For the Year Ended December 31, 2019

Unrestricted – All other net assets that do not meet the definition of “net investment in capital assets” or “restricted”.

The District reports governmental fund balances by the five following classification:

Nonspendable – Amounts that cannot be spent because they are either (a) not in a spendable form or (b) legally or contractually required to be maintained intact.

Restricted – Amounts with restrictions that are externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or imposed by law through constitutional provisions or enabling legislation.

Committed – Amounts that can only be used for specific purposes, imposed by formal action of the District’s highest level of decision making authority. In the case of the District, it is the District’s Board of Commissioners, and the formal action would be an ordinance to modify or rescind the commitment.

Assigned – Amounts constrained by District management’s intent to be used for specific purposes but not formally restricted by external resources or committed by the District’s Board of Commissioners.

Unassigned – Amount of the remaining fund balance not in any of the other classifications.

For the classification of fund balances, the District considers restricted amounts to have been spent first when an expenditure is incurred for the purpose for which restricted and unrestricted fund balance is available. Expenditures are to be spent from restricted fund balances first, followed by committed, assigned, and lastly unassigned fund balance.

K. Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimations and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from these estimates.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

Notes to the Financial Statements

For the Year Ended December 31, 2019

Note 2 – Cash Deposits

Legal and Contractual Provisions, Governing Deposits and Investments

The funds of the District must be deposited and invested under the terms of a contract, contents of which are set out in the Depository Contract Law. The depository bank places approved pledged securities for safekeeping and trust with the District's agent bank in an amount sufficient to protect District funds on a day-to-day basis during the period of the contract. The pledge of approved securities is waived only to the extent of the depository bank's dollar amount of Federal Deposit Insurance Corporation ("FDIC") insurance.

At December 31, 2019, the carrying amount of the District's cash deposits was \$1,122,090 and the bank balance was \$1,161,198, all of which were covered by FDIC insurance and pledged securities.

The **Public Funds Investment Act** (Government Code Chapter 2256) contains specific provisions in the areas of investment practices, management reports and establishment of appropriate policies. Among other things, it requires the District to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity, (2) portfolio diversification, (3) allowable investments, (4) acceptable risk levels, (5) expected rates of return, (6) maximum allowable stated maturity of portfolio investments, (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio, (8) investment staff quality and capabilities, (9) and bid solicitation preferences for certificates of deposit. Statutes authorize the District to invest in; (1) obligations of the U.S. Treasury, certain U.S. agencies, and the State of Texas; (2) certificates of deposit, (3) certain municipal securities, (4) money market savings accounts, (5) repurchase agreements, (6) banker's acceptances, (7) mutual funds, (8) investment pools, (9) guaranteed investment contracts, (10) and common trust funds. The Act also requires the District to have independent auditors perform test procedures related to investment practices as provided by the Act. The District did not have invested funds at December 31, 2019.

Policies, Governing Deposits and Investments

In compliance with the Public Funds Investments Act, the District has adopted a deposit and investment policy. That policy addresses the following risks:

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

Notes to the Financial Statements

For the Year Ended December 31, 2019

Custodial Credit Risk – Deposits: This is the risk that in the event of bank failure, the District's deposits may not be returned to it. The District was not exposed to custodial credit risk since its deposits at year-end and during the year ended December 31, 2019, were covered by depository insurance or by pledged collateral held by the District's agent bank in the District's name.

Custodial Credit Risk – Investments: This is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. Investments are subject to custodial credit risk only if they are evidenced by securities that exist in physical or book entry form. Thus positions in external investment pools are not subject to custodial credit risk because they are not evidenced by securities that exist in physical or book entry form.

Other Credit Risk: This is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. To minimize credit risk, investment policies of the District's investment pools allow the portfolio's investment manager to only invest in obligations of the U.S. Government and its agencies; repurchase agreements; and no-load AAA money market mutual funds registered with the SEC.

Note 3 – Property Taxes

The District has the authority to levy a tax to a maximum of \$.10 per \$100 of assessed property values. Property taxes are levied each October 1 on the assessed valuation of all taxable property within the District's boundaries. The tax rate for the October 1, 2019, levy was \$.0995 per \$100 of appraised value. Taxes are due on receipt of the bill and are delinquent if not paid before February 1 of the year following the levy. On January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties and interest ultimately imposed. Taxes are assessed, billed and collected by the Hays County Tax Assessor.

Note 4 – Sales Tax Revenue

As of the May 10, 2008, election, the District was approved to receive a one and a half cent (\$.015) sales tax revenue within the District's applicable boundaries. On the May 11, 2013, election, the District was approved to receive an additional half cent (\$.005) local sales and use tax, effective October 1, 2013, for a portion of the City of Wimberley that does not include the Wimberley Library District.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

Notes to the Financial Statements

For the Year Ended December 31, 2019

Note 5 – Capital Assets

The following is a summary of changes in capital assets for the year:

	Balance 12/31/2018	Additions	Retirements	Balance 12/31/2019
Capital assets not being depreciated:				
Land	\$ 96,450	\$ -	\$ -	\$ 96,450
Work-in-process	1,046,267	117,033	(1,106,119)	57,181
Total	1,142,717	117,033	(1,106,119)	153,631
Capital assets being depreciated:				
Stations	6,810,463	103,820	-	6,914,283
Equipment	1,417,760	99,893	(13,849)	1,503,804
Trucks, vehicles, and boats	2,580,104	1,031,257	(68,657)	3,542,704
Furniture and fixtures	152,676	-	-	152,676
Computers and software	310,951	22,743	(8,855)	324,839
Total capital assets being depreciated	11,271,954	1,257,713	(91,361)	12,438,306
Total capital assets	12,414,671	1,374,746	(1,197,480)	12,591,937
Less: accumulated depreciation	(4,111,309)	(610,150)	74,197	(4,647,262)
Net capital assets	<u>\$ 8,303,362</u>	<u>\$ 764,596</u>	<u>\$ (1,123,283)</u>	<u>\$ 7,944,675</u>

Depreciation was charged to functions within the primary government as follows:

General Administration	\$ 595,707
Texas Fire Academy	14,443
Total	<u>\$ 610,150</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

Notes to the Financial Statements

For the Year Ended December 31, 2019

Note 6 – Debt

The following is a summary of changes in debt for the year:

	Origination	Maturity	Interest	Balance			Balance
Notes Payable:	Date	Date	Rate	12/31/2018	Additions	Retirements	12/31/2019
2019 Pierce Enforcer	2/21/2018	2/16/2023	2.70%	\$ 546,800	\$ -	\$ (125,642)	\$ 421,158
Hunter Road Station	5/23/2014	5/16/2029	3.00%	2,956,969	-	(450,087)	2,506,882
				<u>\$ 3,503,769</u>	<u>\$ -</u>	<u>\$ (575,729)</u>	<u>\$ 2,928,040</u>

On February 21, 2018, the District entered into a loan agreement with Sage Capital Bank for the purchase of a 2019 Pierce Enforcer fire vehicle, of \$649,133. The loan matures on February 16, 2023 and carries an interest rate of 2.70% and is secured by the vehicle financed. For the year ended December 31, 2019, principal payments of \$125,642 were made and interest of \$13,349 was paid.

At December 31, 2019, future debt service requirements are as follows:

2011 Pierce Enforcer note:

Year	Principal	Interest	Total
2020	\$ 129,213	\$ 9,778	\$ 138,991
2021	132,745	6,246	138,991
2022	136,374	2,617	138,991
2023	22,826	77	22,903
Total	<u>\$ 421,158</u>	<u>\$ 18,718</u>	<u>\$ 439,876</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

Notes to the Financial Statements

For the Year Ended December 31, 2019

On May 23, 2014, the District entered into a loan agreement with Sage Capital Bank for the construction of a new fire station on Hunter Road, in the amount of \$4,400,000. The loan matures on March 16, 2029 and carries an interest rate of 3.00%. Monthly payments are based on an amortization period of twenty years with a balloon payment of the balance on March 16, 2029. For the year ended December 31, 2019, principal payments of \$450,087 were made and interest of \$85,377 was paid. The loan is secured by the assignment of Ad Valorem Taxes and required the establishment of a debt service fund equivalent to the note payments due during each fiscal year. Accordingly, \$301,464 is reported as restricted assets in the statement of net position and the governmental balance sheet. As of the year ended December 31, 2019, the District was in compliance with the loan agreement.

At December 31, 2019, future debt service requirements are as follows:

Hunter Road Station note:

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	\$ 170,337	\$ 72,877	\$ 243,214
2021	175,518	67,696	243,214
2022	180,857	62,357	243,214
2023	186,358	56,856	243,214
2024	192,026	51,188	243,214
2025-2029	1,601,786	150,206	1,751,992
Total	<u>\$ 2,506,882</u>	<u>\$ 461,180</u>	<u>\$ 2,968,062</u>

Note 7 – Related Party Transactions

The District utilizes a contract consultant for some of the accounting duties such as overseeing the full-time administrative assistant and other related bookkeeping duties. This individual also serves as the Secretary/Treasurer of the District and additionally is an authorized check signer on the District's bank accounts. The amount paid for the year ended December 31, 2019, was \$52,500. The District's legal counsel prepared an Affidavit which was signed by the related party individual on July 30, 2008, which reflects it is legal for this individual to act in the capacity of a Commissioner and a contract consultant.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

Notes to the Financial Statements

For the Year Ended December 31, 2019

Note 8 – Risk Management

The District is exposed to various risks of loss including general liability, property damage, and worker's compensation. The District insures against risk through participation in the Texas Municipal League Intergovernmental Risk Pool, for worker's compensation and American Alternative Insurance Corporation for its general liability and property damage.

Note 9 – Subsequent Events

In preparing these financial statements, the District has evaluated events and transactions for potential recognition of disclosure through June 26, 2020, the date the financial statements were available to be issued. No adjustments to the financial statements were required as a result of the District's evaluation.

The COVID-19 outbreak in the United States has caused business disruption through mandated and voluntary closings of businesses. While the disruption is currently expected to be temporary, there is considerable uncertainty around the duration of the closings. However, the related financial impact on the District and the duration cannot be estimated at this time.

REQUIRED SUPPLEMENTARY INFORMATION

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3
Statement of Revenues, Expenditures, and Changes in Fund
Balance - Budget to Actual - GAAP Basis

For the Year Ended December 31, 2019

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
<u>Revenues</u>				
Tax revenue	\$ 2,001,539	\$ 2,407,225	\$ 2,412,765	\$ 5,540
Charges for services	457,850	387,900	390,038	2,138
Grant income	22,375	33,535	33,897	362
Interest income	2,700	10,050	10,291	241
Other income	44,000	45,221	41,479	(3,742)
Total General Revenue	<u>2,528,464</u>	<u>2,883,931</u>	<u>2,888,470</u>	<u>4,539</u>
<u>Expenditures</u>				
Apparatus	129,500	135,000	130,402	4,598
Communications	75,500	73,800	71,308	2,492
General and administrative	156,725	175,475	193,941	(18,466)
Personnel (including benefits)	597,600	718,600	701,494	17,106
Member training	77,095	86,125	89,108	(2,983)
Texas Fire Academy	371,900	371,975	369,932	2,043
Station repairs, maintenance and supplies	84,200	112,350	113,739	(1,389)
Depreciation	608,000	621,000	610,150	10,850
Debit service - interest	101,487	99,276	98,095	1,181
Total Expenses	<u>2,202,007</u>	<u>2,393,601</u>	<u>2,378,169</u>	<u>15,432</u>
Excess (Deficit) of Revenues Over Expenditures	<u>326,457</u>	<u>490,330</u>	<u>510,301</u>	<u>19,971</u>
<u>Other Financing Sources (Uses)</u>				
Insurance proceeds	-	-	74,651	74,651
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>74,651</u>	<u>74,651</u>
Net Change in Fund Balance	<u>\$ 326,457</u>	<u>\$ 490,330</u>	<u>\$ 584,952</u>	<u>\$ 94,622</u>

COMPLIANCE/INTERNAL CONTROL SECTION

WILLIAMGRIMSLEY

CERTIFIED PUBLIC ACCOUNTANT

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Commissioners
Hays County Emergency Services District #3
San Marcos, Texas

I have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Hays County Emergency Services District #3 (the District), as of and for the year ended December 31, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements and have issued my report, thereon, dated June 26, 2020.

Internal Control Over Financial Reporting

In planning and performing my audit of the financial statements, I considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing my opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, I do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those in charge of governance.

My consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during my audit, I did not identify any deficiencies in the internal control that I consider material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatements, I performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of my audit, and accordingly, I do not express such an opinion. The results of my tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of my testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in blue ink, appearing to read 'William Grimsley', with a stylized flourish at the end.

William Grimsley, CPA
Gatesville, Texas
June 26, 2020

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Utility Permits.

ITEM TYPE

CONSENT

MEETING DATE

July 14, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Permit #:
1185

Road Name:
Cotton Gin Road(Trench and Bore)

Utility Company:
Goforth SUD(Water)

HAYS COUNTY TRANSPORTATION DEPARTMENT



UTILITY PERMIT APPROVAL LETTER

*** Notification must be given IN WRITING at least 48 hours before work begins, and proper traffic control must be implemented throughout the work zone.
Contact Tim Vande Vorde (512)-738-0747 and Tyler Pendergrass (512)-395-7286
Prior to Work**

Approval of Utility Permit # 1185

Application Date: June 18, 2020

Commissioner Court Approval Date: July 14, 2020

Utility Company Info:

- Name: Goforth SUD
- Address: 8900 Niederwald Strasse, Niederwald, Tx. 78640
- Phone: (512) 644-4640
- Contact: Mario Tobias

Engineer/Contractor Info:

- Name: Goforth SUD
- Address: 8900 Niederwald Strasse, Niederwald, Tx. 78640
- Phone: (512) 644-4640
- Contact: Mario Tobias

Type of Utility Service: Water

Road Name(s): Cotton Gin Road

Subdivision:

Pct. #: 2

Proposes to install at the intersection of Cotton Gin Rd. and Goforth Rd. a 60 LF, 16in Bored or open cut steel casing with an 8in PVC DR18 pipe installed under Cotton Gin Rd. A 65LF 16in bored or open cut steel casing with 165LF of 8in pipe will also be installed under Cotton Gin Rd. near Station 123+00. A 1in water line will be extended 6LF out of the ROW. Lastly, a 250LF 8in HDPE DR 11 pipe will be installed under Porter Creek by horizontal directional drilling.



Transportation Department
2171 Yarrington Road
P O Box 906
San Marcos, TX 78667-0906
(512) 393-7385

Application for Installation

Utility Line on Hays County Right of Way

Date: June 18, 2020

****AS OF JANUARY 1, 2020 UTILITY PERMIT REQUESTS WILL HAVE AN APPLICATION FEE****

Formal notice is hereby given that:

Utility Company Goforth S.U.D. proposes to place a 8" Water line within County Right-of-Way of Cotton Gin Rd (CR129) with contractor TBD as follows:

(give location, length, general design, etc.)

At the intersection of Cotton Gin RD and Goforth RD there will be a 60LF 16" bored or open cut steel casing with an 8" PVC DR18 pipe installed under Cotton Gin Rd. A 65LF 16" bored or open cut steel casing with 165LF of 8" pipe will also be installed under Cotton Gin RD near Station 123+00. A 1" Water line will be extended 6 LF out of the ROW. Lastly, a 250 LF 8" HDPE DR 11 pipe will be installed under Porter Creek by horizontal directional drilling.

If the proposed installation is a parallel installation, then the installation shall be located two feet within the edge of right-of-way unless otherwise approved by the County.

The line will be constructed and maintained on the road right-of-way as directed by the Hays County Transportation Dept. (HCTD), an agency of the Commissioners Court of Hays County, in accordance with governing laws, including but not limited to the "Federal Clean Water Act," the "Federal Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by the HCTD, proof of compliance with all governing laws, rules, and regulations will be submitted to HCTD before commencement of construction.

Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "General Special Provisions."

Our firm 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 this installation.

The location and description of the proposed line and appurtenances is more fully shown by 1 complete sets of drawings attached to this notice.

It is expressly understood that Hays County does not purport, hereby, to grant any right, claim, title, or easement in or upon this road; and it is further understood that Hays County may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days' written notice.

It is understood and agreed that any damages sustained to the appurtenances installed under this proposal as a result of road construction and/or maintenance, including but not limited to mowing, ditch cleaning, culvert repair or replacement, roadway excavation and base work shall be the sole burden and expense of the owner.

Applicant agrees to notify HCTD prior to commencement of any routine of periodic maintenance which requires pruning of trees within the road right-of-way, so that the County may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The installation shall not damage any part of the road and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Applicant fails to comply with any or all of the requirements as set forth herein, Hays County may take such action as it deems appropriate to compel compliance.

Construction of this line will begin on or after the 29 day of June, 2020.

By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this permit.

Firm Goforth S.U.D.

Title General Manager

By (Print) Mario Tobias

Address 8900 Niederwald Strasse

Signature [Signature]

Kyle, Tx 78640

Phone 512-644-4640

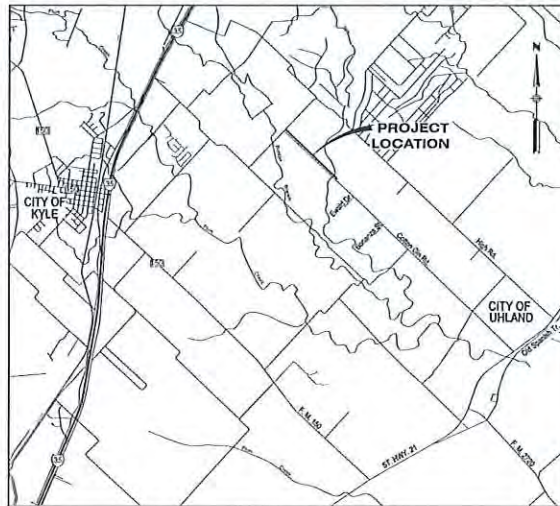
Approved by Hays County Transportation Department
[Signature] Permit Coordinator 7/8/20
Signature Title Date

CONSTRUCTION DRAWINGS
FOR
GOFORTH S.U.D.
COTTON GIN RD. W.L. RELOCATIONS
HAYS COUNTY, TEXAS
JUNE 2020
SWE PROJECT NO: 0092-087-20

CONTRACTOR IS FULLY RESPONSIBLE FOR FIELD LOCATING ALL EXISTING UNDERGROUND UTILITIES WITHIN WORK AREA. COMPLETE AS-BUILT INFORMATION FOR UNDERGROUND UTILITIES ARE NOT AVAILABLE AND NO GUARANTEE IS MADE AS TO THE LOCATION. CONTRACTOR WILL EMPLOY CONSTRUCTION METHODS NECESSARY TO ENSURE UNDERGROUND UTILITIES ARE NOT DAMAGED BY HAND DIGGING, ETC. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES TO THE EXISTING PUBLIC OR PRIVATE UTILITY LINES AND SHALL REPAIR ANY UTILITIES DAMAGED TO THE OWNERS SPECIFICATIONS AT NO COST TO THE OWNER.

THE ENGINEER MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF THE SITE INFORMATION FURNISHED TO THE CONTRACTOR BY OWNER AND DOES NOT EXPRESSLY OR IMPLICITLY WARRANT SAME AND IS NOT RESPONSIBLE FOR ANY MISINTERPRETATIONS OR CONCLUSIONS REACHED BY THE CONTRACTOR WITH RESPECT THERE TO. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO VERIFY TO ITS OWN SATISFACTION ALL SITE INFORMATION, INCLUDING BUT NOT LIMITED TO TOPOGRAPHICAL DATA, BORINGS, SUBSURFACE INFORMATION, UTILITIES AND EASEMENTS AND TO ACCOUNT FOR ALL REASONABLY ANTICIPATED COSTS IN THEIR PROPOSAL FOR CONSTRUCTION.

- NOTES**
- CONTRACTOR SHALL CALL "ONE CALL" SYSTEM OF TEXAS: 1-800-4-A-SHED, PRIOR TO CONSTRUCTION FOR LOCATING OF ALL UNDERGROUND UTILITIES.
 - OFF SET DIMENSIONS ARE FROM THE EXISTING FENCE OR LINES. NOTE: FENCE DOES NOT SET ON PROPERTY POST BY PROPERTY.
 - WATER LINE SHALL BE PVC, ANTI-SCOUR TYPE.
 - WATER LINE TO BE RECESSED IN PERMANENT, 18" CHARACTER OR DEEPER, OR MANUFACTURED SAND.
 - ELECTRICAL MARKING TAPE TO BE PLACED PER LOCALS.
 - TRENCH SAFETY PROTECTION REQUIRED FOR TRENCH DEPTHS GREATER THAN 6". ANY TRENCH GREATER THAN 6" DEEP IN SHALL HAVE SLOPING SIDES IN ACCORDANCE WITH CURRENT DRAINAGE REGULATIONS OR BE SUPPORTED BY AN ADEQUATE TRENCH PROTECTIVE SYSTEM PROVIDED BY AN ENGINEER, QUALIFIED PERSON OR ENGINEER. ALL RESTRAINTS SHALL BE EBM MEGA LUGS, OR APPROVED EQUIV. ALL FITTINGS SHALL BE RESTRAINED.
 - GATE VALVES TO BE PER ANSIC 150 AND MANUFACTURED BY MILLER OR CLOW.
 - ALL WATER LINES SHALL HAVE A MINIMUM COVER OF 36".
 - ALL BURIED METAL PIPE AND FITTINGS SHALL BE GALVANIZED STEEL, POLYETHYLENE AND REPAIRED IN ACCORDANCE WITH ANSIC 150. THE POLYETHYLENE JOINT SHALL BE COVERED WITH SUITABLE TAPE.
 - CONNECTIONS OF WATER LINES SHALL BE PER ANSIC 150.
 - ALL MATERIALS IN CONTACT WITH WATER SHALL BE NSF APPROVED.
 - ELECTRICAL FITTINGS TO MEET CURRENT ANSIC REGULATIONS.
 - FOULING AND TAPS TO BE USED IN TRENCHES ALL FITTINGS VALVES.
 - PIPE JOINTS SHALL BE ALLOWED ON ANY FITTINGS. TRENCHING IS REQUIRED.
 - VALVE SET MEASUREMENTS ARE REQUIRED ON ALL VALVES & THE EXTENSION SHALL BE NOTICED WITHIN THE FOOT OF PROPOSED JOINTS.
 - CONTRACTOR IS RESPONSIBLE FOR PROTECTING OR MARKING OF ALL EXISTING UTILITIES.
 - ALL JOINTS SHALL HAVE CONCRETE PIPES RESTRAINTS.
 - CONTRACTOR SHALL ABIDE BY STATE AND COUNTY PERMITS.



VICINITY MAP
SCALE: 1" = 1 MILE

DRAWING INDEX

SHEET #	DRAWING #	DESCRIPTION
1	-	COVER
2	WM-1	OVERALL WATER DISTRIBUTION LAYOUT
3	WD-1	WATER DISTRIBUTION LAYOUT
4	WD-2	WATER DISTRIBUTION LAYOUT
5	MD-1	MISCELLANEOUS DETAILS
6	MD-2	MISCELLANEOUS DETAILS

OFFICERS AND BOARD MEMBERS

PRESIDENT	RONALD BELL
VICE PRESIDENT	THOMAS McDONALD
SECRETARY/TREASURER	LESLIE CAMPION
BOARD MEMBER	ELISABETH LEOS
BOARD MEMBER	JOE MAXWELL
BOARD MEMBER	SARA FAIRCHILD
GENERAL MANAGER	MARIO TORRES
CONSTRUCTION INSPECTOR	BILLY HAJOSKY



Southwest
Engineers

1001 E. 10th St.
Suite 100
Midland, TX 79701
Phone: (409) 692-1001
Fax: (409) 692-1002
www.southwesteng.com

HEADQUARTERS
1001 E. 10th St.
Suite 100
Midland, TX 79701
Phone: (409) 692-1001
Fax: (409) 692-1002
www.southwesteng.com

CENTRAL TEXAS
1001 E. 10th St.
Suite 100
Midland, TX 79701
Phone: (409) 692-1001
Fax: (409) 692-1002
www.southwesteng.com

NO.	DATE	REVISION	APP. BY

THE SEAL APPEARING ON THIS DOCUMENT IS AUTHORIZED BY SEAL IN CREDITABLE P.E. REGISTERED IN THE STATE OF TEXAS. THE DATE ASSOCIATED ANY ALTERNATIONS OF THIS BOARD DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.



APPROVED BY: *[Signature]*
NEAL R. GOODRICH, P.E.

DATE: 06-19-20

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the submission of a grant application to the Burdine Johnson Foundation for the Old Hays County Jail Restoration.

ITEM TYPE

CONSENT

MEETING DATE

July 14, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

T. CRUMLEY / K. JOHNSON

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

The Hays County Historical Commission began the restoration efforts of the Old Hays County Jail in mid-2009 and is now working on the completion of the interior restoration. The interior of the Jail will be restored to include a museum with various exhibits. The request from the Burdine Johnson Foundation will be for the funding towards the structural interior components.

Burdine Johnson Foundation - \$150, 000

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the submission of a grant application to the Summerlee Foundation for the Old Hays County Jail Restoration.

ITEM TYPE

CONSENT

MEETING DATE

July 14, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

T. CRUMLEY / K. JOHNSON

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

The Hays County Historical Commission began the restoration efforts of the Old Hays County Jail in mid-2009 and is now working on the completion of the interior restoration. The interior of the Jail will be restored to include a museum with various exhibits. The request from the Summerlee Foundation will be for the funding towards to South Gallery Exhibits of the Old Hays County Jail.

Summerlee Foundation - \$25,000

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the submission of a grant application to the Austin Community Foundation for the Old Hays County Jail Restoration.

ITEM TYPE

CONSENT

MEETING DATE

July 14, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

T. CRUMLEY / K. JOHNSON

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

The Hays County Historical Commission began the restoration efforts of the Old Hays County Jail in mid-2009 and is now working on the completion of the interior restoration. The interior of the Jail will be restored to include a museum with various exhibits. The request from the Austin Community Foundation will be for the funding towards the North Gallery Exhibits within the Old Hays County Jail.

Austin Community Foundation - \$25,000

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approval of onsite support from Hart Intercivic for the November 3, 2020 General Election

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 13, 2020	2,950.00

LINE ITEM NUMBER

002-655-00.5446

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jennifer Anderson	INGALSBE	N/A

SUMMARY

Hays County Election purchased the Hart Verity Duo election system in August of 2019. Hart gave us two elections (Nov 2019 & March 2020 of onsite service with our purchase contract. I would like to have them through this Presidential Election to provide services during this very busy election when all of our equipment inventory will be deployed. They will work alongside our election techs providing troubleshooting and equipment servicing at the polling place if needed.



Quote Number

00006806

Account Name

Hays County, TX

Grand Total

\$2,950.00

Item	Description	Unit Price	Quantity	Total Price
Election Day Support	Onsite support for November 3, 2020.	\$2,950.00	1	\$2,950.00

Subtotal

\$2,950.00

Grand Total

\$2,950.00

Bill To 712 S Stagecoach Trail, Suite 1012
San Marcos, TX 78666

Ship To 712 S Stagecoach Trail, Suite 1012
San Marcos, TX 78666

Customer Contact

Contact Name Jennifer Anderson

Email janderson@co.hays.tx.us

Phone (512) 393-7307

General Information

Expiration Date 5/27/2020

Instructions Please fax with signature to (512) 252-6921 or
scan and email to fliston@hartic.com to order.

Payment Terms Net 30

Terms and Conditions

Taxes will be calculated in conjunction with the Customer based on the final approved price list.

Hart Approval

Prepared By Felice Liston

Title Director of Sales

Signature

Customer Approval

Name: _____

Title: _____

Customer Approval: _____

Date: _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the rejection of all proposals related to RFP 2020-P09 CDBG Mitigation Funding and authorize the Purchasing Manager to publish a new notice as authorized per Texas Local Government Code Sec. 262.027(2).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 14, 2020	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Tammy Crumley	SHELL	N/A

SUMMARY

Purchasing received one response to solicitation RFP 2020-P09 CDBG Mitigation Funding. The granting agency has certain procedural requirements which were not met; therefore, it is the recommendation of the committee to reject the proposal and resolicit.

Hays County is soliciting for a Grant Administration/Management consultant to assist in project development and management for funding awarded as a result of Federal Disaster Declarations made in 2015.

Attached:

RFP 2020-P14 CDBG Mitigation Funding

Attachment A: DBE Commitment Agreement

Attachment B: FHWA 1273-2



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: RFP 2020-P14
CDBG Mitigation Funding

Date Issued: July 16, 2020

SOLICITATION

Respondents must submit proposals as listed: One (1) 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 or Electronically through
BidNet Direct until: **3:00 p.m. local time August 6, 2020.**

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 29, 2020.

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 with the bid/proposal in order to be considered responsive. Any bids/proposals received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

A COMPLETE SOLICITATION RESPONSE PACKAGE SHALL INCLUDE:

- ____ 1. Solicitation, Offer and Award completed and signed
- ____ 2. Vendor Reference Form
- ____ 3. Form 1295 (Certificate of Interested Parties) filed online with the Texas Ethics Commission and signed
- ____ 4. Conflict of Interest Questionnaire completed and signed
- ____ 5. Code of Ethics signed
- ____ 6. HUB Practices signed
- ____ 7. House Bill 89 Verification signed and notarized
- ____ 8. Senate Bill 252 Certification
- ____ 9. Debarment & Licensing Certification signed and notarized
- ____ 10. Vendor/Bidder's Affirmation completed and signed
- ____ 11. Federal Affirmations and Solicitation Acceptance
- ____ 12. FHWA 1273 Certification
- ____ 13. Related Party Disclosure Form
- ____ 14. Any addenda applicable to this solicitation
- ____ 15. One original proposal and a digital copy on a thumb drive are in a sealed envelope with the Solicitation Number and Respondent's Name on the outermost envelope, addressed to:

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

II. Summary

- 1. Type of Solicitation:** Request for Proposals
- 2. Solicitation Number:** RFP 2020-P14
CDBG Mitigation Funding
- 3. Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Respondent Name on the outermost envelope
One (1) originals and one (1) digital copy on a thumb drive
Electronic Bid Packets can be submitted through BidNet Direct
- 5. Deadline for Responses:** In issuing office no later than:
Thursday August 23, 2020; 3:00 p.m. Central Time (CT)
- 6. Initial Contract Term:** September 2020 – August 2021
- 7. Optional Contract Terms:** Renewals as needed until successful project completion
- 8. Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
- 9. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than July 29, 2020; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum and posted on CivicPlus, BidNet Direct and ESBD websites for the benefit of all potential respondents after the question deadline. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this RFP, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.
- 10. Addenda** Any interpretations, corrections or changes to this 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

Respondent's responsibility to acknowledge receipt of all addenda with proposal submission.

11. Contact with County Staff:

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

Anticipated Schedule of Events

July 16, 2020	Issuance of RFP
July 29, 2020	Deadline for Submission of Questions (5:00 PM CT)
August 6, 2020	Deadline for Submission of Bids (3:00 PM CT) Late bids will not be accepted.
September 2020	Anticipated contract award date

III. Specifications

A. Introduction

Hays County (County) is soliciting for a Grant Administration/Management consultant to assist in project development and management for funding awarded as a result of Federal Disaster Declarations made in 2015. The Provider will help Hays County (County) fulfill State and Federal Community Development Block Grant Mitigation ("CDBG-MIT") statutory responsibilities related to mitigation in connection with any federally declared disaster within Hays County, with funding administered through the Texas General Land Office (GLO). Providers will assist the County, the GLO, and/or grant recipients in completion of CDBG-MIT qualified non-housing projects. Respondents may be qualified to provide Grant Administration services for non-housing projects. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO.

B. Scope of Work

Respondent must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Respondents should provide a detailed narrative of their experience as it relates to each of the items below. Respondents should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Grant Administration Services will be provided in conformance with the guidance documents and use forms provided by the County utilizing GLO guidance. The providers shall furnish pre-funding and post-funding grant administrative services to complete the disaster mitigation projects, including, but not limited to the following:

Pre-Award Services. Grant Administrator will develop project scope and complete CDGB-MIT application, if applicable. The provider will work with the City/County and Engineer, if applicable, to provide the concise information needed for submission of complete disaster mitigation application and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Award Services. Grant Administrator will administer, and complete infrastructure, utilities, and eligible projects approved for disaster mitigation funding. The selected administrative firm must follow all requirements of the Texas CDBG-MIT program. Please specify actual. Tasks to be performed under each of these categories within the proposal:

Grant Administration Services – General

- **Administrative Duties**
 - **Contract / Program Management**
 - **Acquisition Duties**
 - **Environmental Services**
1. **Administrative Duties:** Coordinate, as necessary, between Hays County and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
 - a. Grant Application development and submission
 - b. Grant Contract closeout assistance
 - c. May assist in public hearings.
 - d. Will work with GLO's system of record.
 - e. Provide monthly project status updates.
 - f. Funding release will be based on deliverables identified in the contract.

2. Labor and procurement duties

- a. Provide all Labor Standards Officer (LSO) Services.
- b. Ensure compliance with all relevant labor standards regulations.
- c. Ensure compliance with procurement regulations and policies.
- d. Maintain document files to support compliance.

3. Financial Duties

- a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
- b. Assist Hays County with the procurement of audit services.
- c. Assist Hays County in establishing and maintaining a bank account for mitigation recovery funds
- d. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.
- e. Implementation and coordination of Section 504 requirements.
- f. Program compliance.
- g. Ensure that fraud prevention and abuse practices are in place and being implemented.
- h. Prepare and submit all closeout documents.
- i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
- j. Assist in preparation of contract revisions and supporting documents including but not limited to Amendments/modifications and Change orders.

4. Construction Management

- a. The provider will assist the Hays County in submitting/setting up project applications in the GLO's system of record.
- b. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the Hays County by coordinating to acquire the necessary documentation.
- c. The provider may monitor, report, and evaluate contractor's performance; notify the City/County if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
- d. The provider may assist the Hays County with project Activity Draws/Close Out.
- e. The provider may assist the Hays County by submitting all the necessary documentation for draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the County by coordinating to acquire the necessary documentation.
- f. The provider may assist the County in developing Architectural and Engineering plans with guidance from the GLO.
- g. Reassignment scope alignment (if necessary).

Grant Administration Services – Infrastructure

- **Administrative Duties**
- **Acquisition Duties**
- **Environmental Services**

1. Administrative Duties

- a. Ensure program compliance including all CDBG-MIT requirements and all parts therein, current Federal Register, etc.
- b. Assist Hays County in establishing and maintaining financial processes.
- c. Obtain and maintain copies of the County's most current contract including all related change requests, revisions, and attachments,
- d. Establish and maintain record keeping systems.
- e. Assist the County with resolving monitoring and audit findings.
- f. Serve and monitoring liaison.
- g. Assist the County with resolving third party claims.
- h. Report suspected fraud to the GLO
- i. Submit timely responses to the GLO requests for additional information
- j. Complete draw request forms and supporting documents.
- k. Facilitate outreach efforts, application intake, and eligibility review.
- l. Perform any other administrative duty required to deliver the project.
- m. Utilize and assist with GLO's system, of record to complete milestones, submit documentation, reports, draws, change requests, etc.
- n. Submit change requests and all required documentation related to any change requests.

2. Acquisition Duties

- a. Submit acquisition reports and related documents
- b. Establish acquisition files (if necessary).
- c. Complete acquisition activities (if necessary).

3. Environmental Services

- a. Assist detailed scope of services
- b. Review each project description to ascertain and/or verify the level of environmental review required (i.e., Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements);
- c. Prepare, complete and submit HUD required forms, if any, for environmental review and provide all documentation to support environmental findings;
- d. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
- e. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead- based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.
- f. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- g. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
- h. Complete and submit the environmental review into GLO's system of record;
- i. At least one site visit to project location and completion of a field observation report
- j. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
- k. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- l. Process environmental review and clearance in accordance with NEPA;
- m. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;

- n. Prepare and submit Monthly Status Report; and
- o. Participate in regularly scheduled progress meetings.

C. Qualifications

Hays County is seeking to contract with a competent grant administrator with experience in grants/contracts application and administration. Specifically, it is seeking those consultant(s) or firms with the following qualifications:

- Experience in applying for and managing state and federally funded local public works construction projects – infrastructure, with an emphasis on directly related and recent experience
- Related experience or background with specific project type – GLO CDBG-MIT projects; and
- Consultant/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM).

Please provide within your proposal a list of past local government clients and types of projects implemented, as well as resumes for all employees who will or may be assigned to provide technical assistance to the County on this project should your firm be awarded this management services contract.

D. Proposed Cost of Services

Please provide your cost proposal to accomplish the scope of work outlined above and for any additional services required. The final grant amount is yet to be determined and this award is contingent upon funding of the CDGB-MIT grant with the Texas General Land Office. The proposal must include all costs that are necessary to successfully complete these activities. Firms may submit proposals for any or all activities. Please note that the lowest/best bid will not be used as the sole basis for entering into this contract.

E. Submittal Requirements

Respondent must deliver the following to the Issuing Office by the specified deadline:

- One (1) original proposals with required forms manually signed by Respondent with original signatures
- One (1) digital copy of the full proposal with all required forms on a thumb drive
- **System for Award Management.** Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record July 29, 2020.

Proposal shall not exceed twenty (20) pages (10 sheets front and back) in length, but not including: a) Letter of Transmittal; b) Title Page; c) Table of Contents; d) Appendix materials; and, e) front and rear covers. Sheet size is limited to 8½" x 11" sheets only, using 12-point font. Appendix materials (related project graphics, resumes, etc.) are not included in the 20-page limit but should be conservative in their inclusion. The proposal must include an organizational chart containing the names, addresses, telephone numbers, fax numbers, and e-mail addresses for the prime provider and any sub-providers if proposed for the team and their contract responsibilities by work category. The organizational chart is included in the 20-page limit and it is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The SOQ must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted. While the County does not desire tab dividers in the proposals, if included they would not count towards the 20-page limit. Required forms (see Section I. RFQ Submittal Checklist) do not count towards the 20-page limit.

All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

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

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

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

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

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

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

F. 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.

G. 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 proposals

H. Evaluation Criteria

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

Criteria	Points
<i>Experience</i>	30
<i>Work Performance</i>	30
<i>Capacity to Perform</i>	20
<i>Proposed Cost</i>	20
Total Maximum Points	100

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

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

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

- Vendor's qualifications & competency
- Special needs and requirements of Hays County
- 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

BASIS OF AWARD: The County reserves the right to award a contract for named project to a respondent on the basis competence and qualifications

I. Limitations

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

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

Contractor or Individual's Obligation Regarding Evaluation

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

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

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

- a. waive any defect, irregularity, or informality in any submission or RFQ procedure;
- b. extend the RFQ closing time and date;
- c. reissue this RFQ in a different form or context;
- d. procure any item by other allowable means;
- e. revise and modify, at any time before the RFQ submittal due date, the factors and/or weights of factors the County will consider in evaluating RFQ submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
- f. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
- g. require additional information from a contractor concerning contents of its RFQ submittal and/or require additional evidence of qualifications;
- h. waive minor deviations from specifications, conditions, terms, or provisions of the RFQ, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFQ;
- i. extend any contract when most advantageous to the County, as set forth in this RFQ.

- j. appoint an evaluation committee to review RFQ submittals or responses, make recommendations and seek the assistance of outside technical experts in RFQ submittal evaluation;
- k. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ.
- l. disclose information contained in an RFQ submittal to the public as required under the Texas Public Information Act; AND/OR
- m. exercise any other right reserved or afforded to Hays County under this RFQ. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

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

J. Elements of a Contract

1. RFQ. This Request for Qualifications is an invitation for individuals and companies to submit Statements of Qualifications (SOQs).
2. SOQ IS AN INDICATION OF ABILITY TO PERFORM REQUESTED SERVICES. The SOQ submitted by a contractor or individual is an indication of the ability of the contractor or individual to perform the requested services.
3. AWARD IS ACCEPTANCE. The selection of a contractor or individual and award of a contract by the Hays County Commissioners Court based upon a negotiated price is acceptance on the part of the County, thereby resulting in a binding contract between the County and the selected contractor.
4. CONSIDERATION. Consideration consists of the services to be performed under the contract awarded in exchange for compensation, based upon a final negotiated project price, to be paid by the County to the selected firm or individual.
5. AGREEMENT; EXCEPTIONS.
 - a. Submission of an SOQ is a representation by a submitter that the submitting contractor or individual agrees to the terms, conditions, and other provisions contained in the RFQ, unless the submitter clearly and specifically presents in its SOQ any exceptions to the terms, conditions, and other provisions contained in the RFQ.
 - b. Exceptions presented in an SOQ are not to be considered incorporated into the contract between the County and the selected contractor or individual unless and until the County agrees to accept such exceptions.
 - c. The selected contractor must acknowledge and agree that the negotiated contract resulting from this RFQ includes the terms, conditions, and other provisions contained in the RFQ, the SOQ selected (including any exceptions accepted by the County) which is acceptable to the County and is not in conflict or contravention of the RFQ, and any other documents mutually agreed upon by the County and the selected contractor or individual.
 - d. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ or the resulting negotiated contract.
6. CONFIDENTIALITY OF DOCUMENTS.
 - a. ALL STATEMENTS OF QUALIFICATION SUBMITTED WILL BE SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT.

- b. On each page where confidential information appears, the Contractor or Individual must label the confidential information. Failure to so label the confidential information shall be considered as a waiver of any confidentiality rights or interests by said Contractor or Individual.
- c. Marking your entire SOQ CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.

7. MISCELLANEOUS.

- a. All costs directly or indirectly related to the preparation of a response to this SOQ shall be the sole responsibility of and shall be borne by the contractor.
- b. During the evaluation process, the County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from contractor or individuals, or to allow corrections of errors or omissions.
- c. The County reserves the right to retain all qualifications submitted and to use non-confidential information in a SOQ regardless of whether or not that SOQ is selected.
- d. Each SOQ shall state that it is valid for a period of one hundred twenty (120) days from the date of opening of the SOQ by the County.

8. NON-NEGOTIABLE TERMS. The following terms or conditions are not negotiable:

- a. **Unfunded Liability.** The County will not incur a debt or obligation to pay selected contractor or individual any amounts the County does not have the current funds available to pay, unless the contract includes a provision for the County to appropriate funding for the debt or obligation.
- b. **Indemnification.** The County does not assume any liability to third persons, nor will the County reimburse the contractor for its liability to a third person, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder, and the contractor further agrees to provide the defense for, and indemnify and hold harmless County from any and all claims, suits, causes of action, and liability, arising in connection with this contract.
- c. **Advance Payments.** The County will not make advance payments to a selected contractor or individual or any third party pursuant to this RFQ or resulting contract.
- d. **Gift of Public Property.** The County will not agree to any terms or conditions that cause the County to lend its credit or grant public money or anything of value to the selected contractor or individual.
- e. **Procurement Laws.** The County will not agree to any terms or conditions that cause the County to violate any federal, Texas, or local procurement laws.
- f. **Limitation of Liability.** The County will not agree to allow the selected contractor or individual to limit its liability for breach or default of contract to the contract amount or to the amount the County has paid up to the time of the breach or default.
- g. **Attorney's fees; Legal Costs.** The County will not agree to pay the selected contractor or individual's attorney's fees or other legal costs under any circumstances.
- h. **Venue; Applicable Law.** This RFQ and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the RFQ are fully performable in Hays County, Texas and venue for any dispute regarding contract shall be in Hays County, Texas.

K. Award of Contract

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

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

Respondent agrees, if the proposal 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, if any. The period for acceptance of the responses will be ninety (90) calendar days.

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

L. Warranty of Performance

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

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

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

DISADVANTAGE BUSINESS ENTERPRISES (DBE) GOAL: Hays County will require compliance with the State of Texas federally-approved DBE program and compliance with the requirements established by 49 CFR part 26. 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.

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

2. FUNDING: Hays County is the Contracting Local Organization (CLO) responsible for soliciting and awarding a local contract for this project. The contract is receiving Federal funding from the General Land Office (GLO) through the Community Development Block Grant (CDBG) program. 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)	\$1,000,000.00
-----------------------------	----------------

Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$1,000,000.00
<hr/> Commercial General Liability (Including Contractual Liability):	
General Aggregate	\$2,000,000.00
Product completed operations aggregate	\$2,000,000.00
Bodily Injury (Each accident)	\$2,000,000.00
Property Damage	\$2,000,000.00
<hr/> Employers Liability:	
Each accident	\$1,000,000.00
Each employee for disease	\$1,000,000.00
Policy limit for disease	\$1,000,000.00
<hr/> Excess Liability:	
Umbrella Form	Not Required
<hr/> 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: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

VI. Certificate of Interested Parties

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

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

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

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

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 Date Received _____	
1 Name of vendor who has a business relationship with local governmental entity. _____		
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.)		
3 Name of local government officer about whom the information is being disclosed. _____ <div style="text-align: center;">Name of Officer</div>		
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>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>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <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).		
7 _____		
Signature of vendor doing business with the governmental entity		Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

Signature of Company Representative

Date

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

NOTARY SEAL

Notary Public in and for the State of Texas

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

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

Company Name

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date

XII. Debarment and Licensing Certification

STATE OF TEXAS §
 §
COUNTY OF HAYS §

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

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

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

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

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

Notary Public in and for the State of Texas

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

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

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

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

Name of Contracting Company

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

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

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. FHWA 1273 CERTIFICATION

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

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent's Tax ID: _____ Telephone: _____

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

XVI. Related Party Disclosure Form



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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

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

Employee or Former Employee Name	Title

Name of Related Person	Title	Relationship

Section D: No Known Relationships

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

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.



Disadvantaged Business Enterprise (DBE) Program Commitment Agreement Form

Form SMS.4901
(Rev. 06/08)
Page 1 of 1

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project.

Project #:		County:		Contract-CSJ:	
Items of work to be performed (attach a list of work items if more room is required):					
Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
Total					
<p>The contractor certifies by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subcontractors as listed on the agreement form. If a DBE Subcontractor is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the Contract DBE Special Provision.</p>					
IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.					
Prime Contractor:			Name/Title (please print):		
Address:			Signature:		
Phone:	Fax:				
E-mail:			Date:		
DBE:			Name/Title (please print):		
Vendor No.:			Signature:		
Address:					
Phone:	Fax:		Date:		
E-mail:					
Subcontractor (if the DBE will be a second tier sub):			Name/Title (please print):		
Address:			Signature:		
Phone:	Fax:				
E-mail:			Date:		

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

To ensure prompt and efficient handling of your project file we are requesting that all commitments to be presented to the Office of Civil Rights, using this basic format.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to call for a public hearing on July 28, 2020 to establish a 25 MPH speed limit in Savannah Ridge subdivision.

ITEM TYPE

ACTION-ROADS

MEETING DATE

July 14, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

These roads are not currently listed on the traffic regulations for enforcement, so this action would establish a speed limit of 25 MPH on Daywood Drive and Golden Cove in Savannah Ridge subdivision.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider the acceptance of road construction & drainage improvements, release of bond #20BSBHY3529 for \$1,119,697.49, and accept the 2-year maintenance bond #61BSBID3153 in the amount of \$80,548.01 for Heaton Hollow subd.

ITEM TYPE

ACTION-ROADS

MEETING DATE

July 14, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

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.

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

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

July 2, 2020

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

RE: Heaton Hollow subdivision

Dear Commissioners and Judge:

Blake Allison, P.E. with M&S Engineering, is requesting that Hays County accept construction of the roads and drainage improvements for Heaton Hollow subdivision, release the bond #20BSBHY3529 in the amount of \$1,119,697.49, and accept the 2-year maintenance bond #61BSBID3153 in the amount of \$80,548.01. 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 cursive script, reading "Jerry H. Borcharding".

Jerry Borcharding, P.E.
Director
Hays County Transportation

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to award contracts for IFB 2020-B11 Culverts to Contech Engineered Solutions, Fortiline Inc. dba Fortiline Waterworks, and Texas Corrugators.

ITEM TYPE

ACTION-ROADS

MEETING DATE

July 14, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Purchasing received three bids pursuant to IFB 2020-B11 Culverts. Awards are recommended according to the attached award summary.

The County will utilize the prices on the bid tabulation sheet and will order from the lowest bidder first; if materials are unavailable through the 1st lowest bidder, then the County may order from the 2nd lowest bidder.

Attached: IFB 2020-B11 Award Summary



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2020-B11
Culverts

Date Issued: April 29, 2020

SOLICITATION

Respondents must submit bids as listed: one (1) original and one (1) digital copy on a thumb drive
Bids will be received at the Hays County Purchasing Office at the address shown above until:
2:30 p.m. local time May 21, 2020.

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 May 13, 2020.

Phone No.: (512) 393-5532

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent

Entity Name:	Melissa Hooker
Mailing Address:	7025 Northwinds Dr, NW Concord, NC 28027-3334

Respondent's Authorized Representative

Name:	Nancy McDonald
Title:	Branch Manager
Email Address:	nancy.mcdonald@fortiline.com
Phone No.:	(210) 892-0199

Signature: Melissa P. Hooker

Date: 05/04/2020

Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	Warren Colwell 10850 Leslie Road Helotes, TX 78023
---	--

NOTICE OF AWARD (To be completed by County)

Funding Source:	Fund 020
Vendor:	13458

Awarded as to item(s):
per Award Summary
bid Tabulation

Contract Amount:	Pricing per bid sheet
Term of Contract:	1 yr w/ 4-1 yr renewal options

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

Date: July 14 2020

Agenda Item:

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

Attest:

Approved as to Form:

Ruben Becerra, Hays County Judge

Elaine Cardenas, Hays County Clerk

Hays County Office of General Counsel



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2020-B11
Culverts

Date Issued: April 29, 2020

SOLICITATION

Respondents must submit bids as listed: one (1) original and one (1) digital copy on a thumb drive
Bids will be received at the Hays County Purchasing Office at the address shown above until:

2:30 p.m. local time May 21, 2020.

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 May 13, 2020.

Phone No.: (512) 393-5532

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name:	Contech Engineered Solutions LLC	Name:	Mary Sherrill
Mailing Address:	2201 W. Royal Lane #260 Irving, Tx 75263	Title:	ISC
		Email Address:	msherrill@conteches.com
		Phone No.:	972-596-2000
Signature:	Mary Sherrill	Date:	5-22-20
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:
Fund 020	per Award Summary	pricing per Bid Sheet
Vendor:	& Bid Tabulation	Term of Contract:
3029	July 14, 2020	1 yr
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:
		w/ 4-1yr renewal options

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

Attest:	Approved as to Form:
 Ruben Becerra, Hays County Judge	 Elaine Cardenas, Hays County Clerk
	Hays County Office of General Counsel



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2020-B11
Culverts

Date Issued: April 29, 2020

SOLICITATION

Respondents must submit bids as listed: one (1) original and one (1) digital copy on a thumb drive
Bids will be received at the Hays County Purchasing Office at the address shown above until:
2:30 p.m. local time May 21, 2020.

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 May 13, 2020.

Phone No.: (512) 393-5532

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent

Respondent's Authorized Representative

Entity Name:	Texas Corrugators
Mailing Address:	P.O. Box 938 Round Rock, TX 78680

Name:	Ryan Cole
Title:	President
Email Address:	ryan@txcorr.com
Phone No.:	512-388-0588

Signature: _____

Date:
6/9/20

Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	Pedro Murillo pedro@txcorr.com 512-388-0588
---	---

NOTICE OF AWARD (To be completed by County)

Funding Source:

Fund 020
Vendor: 5028

Awarded as to item(s):

per Award Summary
& Bid Tabulation

Contract Amount:

pricing per bid sheet

Term of Contract: 1yr

Term of Contract: 1 yr

W/ 4-lyr renewal options	
Appendix	

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

Date: July 14, 2020

Agenda Item:

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

Attest:

Approved as to Form:

Ruben Becerra, Hays County Judge

Elaine Cardenas, Hays County Clerk

Hays County Office of General Counsel

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

Section A: Current Hays County Employee

n/a
Employee Name Title

Section B: Former Hays County Employee

n/a
Employee Name Title Date of Separation from County

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

n/a
Employee or Former Employee Name Title
Name of Related Person Title Relationship

Section D: No Known Relationships

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

n/a

Attach additional pages if necessary.

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

Contech Engineered Solutions LLC
Name of Vendor

Mary Shemie
Signature of Certifying Official

Mary Shemie
Printed Name of Certifying Official

ISC
Title of Certifying Official

5-22-20
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.

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

Section A: Current Hays County Employee

N/A

Employee Name	Title

Section B: Former Hays County Employee

N/A

Employee Name	Title	Date of Separation from County

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

N/A

Employee or Former Employee Name	Title

Name of Related Person	Title	Relationship

Section D: No Known Relationships

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

There are no known relationships that exist.

Attach additional pages if necessary.

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

Fortiline, Inc.

Name of Vendor

Tina Long

Signature of Certifying Official

Director, Employee Relations

Title of Certifying Official

Tina Long

Printed Name of Certifying Official

May 8, 2020

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.

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

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

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

Employee or Former Employee Name	Title

Name of Related Person	Title	Relationship

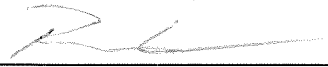
Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:
I have no relationship with anyone that works for or has worked for Hays County.

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

Texas Corrugators

Name of Vendor



Signature of Certifying Official

President

Title of Certifying Official

Ryan Cole

Printed Name of Certifying Official

6/9/20

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.

IFB 2020-B11 Culverts: Award Summary

TxDot Item #460 Galvanized Corrugated Steel Pipe Culvert: 2 2/3" x 1/2" and TxDot Item #467 Safety End Treatments									
Contract Item Number	Diameter & Gauge	Plain Round	Plain Arch	24" (width) Flatbands	24" (width) Curvedbands	6:1 S.E.T. Plain Round	3:1 S.E.T. Plain Round	6:1 S.E.T. Plain Arch	3:1 S.E.T. Plain Arch
B11.1	12" x 16 ga	Contech Engineered Solutions	Fortiline Inc. dba Fortiline Waterworks	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators	Fortiline Inc. dba Fortiline Waterworks	Fortiline Inc. dba Fortiline Waterworks
B11.2	15" x 16 ga	Contech Engineered Solutions	Contech Engineered Solutions	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators
B11.3	18" x 16 ga	Contech Engineered Solutions	Contech Engineered Solutions	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators
B11.4	24" x 16 ga	Contech Engineered Solutions	Contech Engineered Solutions	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators
B11.5	30" x 16 ga	Contech Engineered Solutions	Contech Engineered Solutions	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators
B11.6	36" x 16 ga	Contech Engineered Solutions	Contech Engineered Solutions	Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators	Fortiline Inc. dba Fortiline Waterworks	Fortiline Inc. dba Fortiline Waterworks
B11.7	36" x 14 ga	Contech Engineered Solutions	Contech Engineered Solutions	Texas Corrugators	Texas Corrugators	Fortiline Inc. dba Fortiline Waterworks	Fortiline Inc. dba Fortiline Waterworks	Texas Corrugators	Texas Corrugators
B11.8	42" x 14 ga	Contech Engineered Solutions	Contech Engineered Solutions	Texas Corrugators	Texas Corrugators	Fortiline Inc. dba Fortiline Waterworks	Fortiline Inc. dba Fortiline Waterworks	Texas Corrugators	Texas Corrugators
B11.9	48" x 14 ga	Contech Engineered Solutions		Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators		
B11.10	54" x 14 ga	Fortiline Inc. dba Fortiline Waterworks		Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators		
B11.11	60" x 14 ga	Fortiline Inc. dba Fortiline Waterworks		Texas Corrugators	Texas Corrugators				
B11.12	60" x 12 ga	Fortiline Inc. dba Fortiline Waterworks		Texas Corrugators	Texas Corrugators	Texas Corrugators	Texas Corrugators		
B11.13	66" x 12 ga	Fortiline Inc. dba Fortiline Waterworks		Texas Corrugators	Texas Corrugators				
B11.14	72" x 12 ga	Fortiline Inc. dba Fortiline Waterworks		Texas Corrugators	Texas Corrugators				
TxDot Item #460 Galvanized Corrugated Steel Pipe Culvert: 3" x 1" and TxDot Items #467 Safety End Treatments									
Contract Item Number	Diameter & Gauge	Plain Round	Plain Arch	224		6:1 S.E.T. Plain Round	3:1 S.E.T. Plain Round	6:1 S.E.T. Plain Arch	3:1 S.E.T. Plain Arch
B11.15	48" x 16 ga	Contech Engineered Solutions	Contech Engineered Solutions			Fortiline Inc. dba Fortiline Waterworks	Texas Corrugators		
B11.16	48" x 14 ga	Contech Engineered Solutions	Contech Engineered Solutions			Fortiline Inc. dba Fortiline Waterworks	Fortiline Inc. dba Fortiline Waterworks	Texas Corrugators	Texas Corrugators
B11.17	54" x 16 ga	Contech Engineered Solutions	Contech Engineered Solutions			Texas Corrugators	Texas Corrugators		
B11.18	54" x 14 ga	Contech Engineered Solutions	Contech Engineered Solutions					Texas Corrugators	Texas Corrugators
B11.19	60" x 16 ga	Contech Engineered Solutions	Contech Engineered Solutions			Texas Corrugators	Texas Corrugators		

IFB 2020-B11 Culverts: Award Summary

B11.20	60" x 14 ga	Contech Engineered Solutions	Contech Engineered Solutions				Texas Corrugators	Texas Corrugators
B11.21	66" x 16 ga	Contech Engineered Solutions	Contech Engineered Solutions		Texas Corrugators	Texas Corrugators		
B11.22	66" x 14 ga	Contech Engineered Solutions	Contech Engineered Solutions				Texas Corrugators	Texas Corrugators
B11.23	72" x 16 ga	Contech Engineered Solutions	Contech Engineered Solutions		Texas Corrugators	Texas Corrugators		
B11.24	72" x 14 ga	Contech Engineered Solutions	Contech Engineered Solutions				Texas Corrugators	Texas Corrugators

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Hold a public hearing related to the improvements of roadways within the River Mountain Ranch Subdivision in Precinct 3 pursuant to Chapter 253 of the Texas Transportation Code. Possible action may follow.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 14, 2020	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

General Counsel and the Director of Transportation will be in attendance to answer any questions of the Court or the public. The HOA of River Mountain Ranch appointed a roads committee that has been working on the Chapter 253 proposal for some time. The subdivision(s) propose improvement and adoption of the roads within the subdivision. The attached map reflects the affected area, under the proposal. The Director of Transportation will be providing an updated estimate of cost for the improvements needed to bring the roadways up to County road standards.



HAYS COUNTY BALLOT FOR ROAD IMPROVEMENTS

Property Owner of River Mountain Ranch Subdivision – Please indicate your preference for the proposed improvements to _____ by placing an “X” in one of the two boxes, below, and return this ballot to:

Liz Q. Gonzalez
Hays County Clerk
712 South Stagecoach Trail, Suite 2008
San Marcos, TX 78666

Subdivision Contact: _____ (512) _____
(Mr. _____ verified, as of _____, 201_, there are _____ affected parcels)

☐ I am...

☐ I am *not*...

...in favor of improving roadways within the River Mountain Ranch Subdivision in Hays County, Texas to cause the roadway to comply with Hays County road standards. Regardless of whether I am in favor of these improvements or not, I understand that, if this election results in a majority vote in favor of those improvements:

- 1) I shall be personally liable for the assessment cited below, which shall be secured by a lien against my real property located in the River Mountain Ranch Subdivision;
- 2) I shall be required to pay a total assessment not to exceed four thousand, three hundred-and-six dollars and ninety-six cents (\$4,306.96 USD) for each parcel owned by me that is completely or partially situated in Hays County and listed by Hays Central Appraisal District Property ID in Exhibit “A” (attached hereto and incorporated herein), to be paid over a seven (7) year period with no interest accruing on that not-to-exceed amount. Said payments shall be paid in annual installments of six hundred and fifteen dollars and twenty-eight cents (\$615.28 USD), made payable to “Hays County, Texas.” If the actual cost of improvements for the entire project is less than two million, sixty-seven thousand, three hundred-and-forty dollars (\$2,067,340.00 USD), I will only be required to pay my *pro rata* share of that amount using the payment method cited, above.
- 3) Hays County shall have the sole right to determine the specifications of the road improvements that are the subject of this Ballot. Once improved, the roads shall be County Roads, and shall be maintained by Hays County.

Signature of Ballot Holder

Printed Name of Ballot Holder

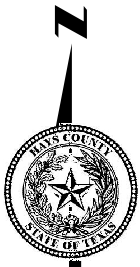
*The costs assessed to each property owner are a *pro rata* share of the improvement project’s actual costs divided by 2.*

Exhibit “A”

HAYS CAD PROPERTY ID	OWNER(S)
----------------------	----------

NOTE: ONE ASSESSMENT WILL BE CHARGED FOR EACH OF THE PROPERTIES IDENTIFIED BY “R’ NUMBER” IN THE LIST, ABOVE. IF AN INDIVIDUAL IS LISTED TWICE IN THE COLUMN ON THE RIGHT, THEN THAT PERSON WILL BE RESPONSIBLE FOR TWO ASSESSMENTS PER YEAR.

SAMPLE



3237

River Mountain Ranch

RIVER MOUNTAIN RD

WINDMILL CV

WINDMILL RUN

WATER PARK RD

TRAIL RIDGE RD

WINDING TRL

MOUNT VW

LONEMAN OVERLOOK

HERMOSA PALOMA

BLUFF VIEW RD

WATER PARK RD
HIDDEN CRK

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

PLN-1455-NP; Covered Wagon, Phase 2. Discussion and possible action to consider a variance from Chapter 721.5.05 (B) of the Hays County Development Regulations.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	July 14, 2020	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
MACHACEK	JONES	N/A

SUMMARY

Covered Wagon, Phase 2 is a proposed 3 lot subdivision located off State Highway 21 in Precinct 2. Water service will be provided by Goforth S.U.D. Wastewater treatment will be accomplished by Individual On-Site Sewage Facility.

Section 721.5.05 of the Hays County Development Regulations states: "Flag lot 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.

The final plat for the Covered Wagon, Phase 2 Subdivision has been Administratively Reviewed as per House Bill 3167, effective September 1st, 2019. The consideration for this variance request is the last item required prior to beginning Technical Review and ultimately, consideration for Approval or Disapproval.



Hays County Commissioners Court Agenda Request

Meeting Date: July 14th, 2020

Requested By: Colby Machacek

Prepared By: Colby Machacek

Department Director: Caitlyn Strickland

Sponsoring Court Member: Commissioner Mark Jones, Precinct 2

AGENDA ITEM LANGUAGE:

Discussion and possible action to consider granting a variance from Chapter 721.5.05 (B) of the Hays County Development Regulations for the Covered Wagon Subdivision, Phase 2.

BACKGROUND/SUMMARY OF REQUEST:

- A) Covered Wagon, Phase 2 is a proposed subdivision located off of State Highway 21. Tree lots will be created across 41.46 acres. Access will be created solely off of State Highway 21 and will be maintained by the City of Niederwald, as a portion of the property fronting onto the Texas Department of Transportation regulated roadway lies within the City of Niederwald City Limits by approximately 200 feet. Water utilities will be provided by Goforth Special Utility District. Wastewater treatment will be accomplished via Individual On-Site Sewage Facilities. The property is located, primarily, in the City of Niederwald's Extra-Territorial Jurisdiction and within the Hays County Commissioner Precinct Two Boundary.
- B) The applicant, Mark Renfro with Camino Real Storage, LLC, is requesting a variance from our Hays County Development Regulations, specifically, from Chapter 721.5.05 of the regulations pertaining to flag lot configurations regarding access to regulated roadways. Based on the configurations of the lots, all three proposed lots will be in flag lot configuration to allow for proper phasing of the proposed RV Park.

STAFF COMMENTS:

Staff has administratively approved the subdivision plat for the Covered Wagon, Phase 2 Subdivision. The only item remaining currently is the pending approval or disapproval for the variance request for flag lot configuration of all three lots. Staff does not recommend nor support any variance request applications. These applications and/or requests must be permitted or allowed by the Commissioners Court.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat

Variance Request Application



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: Camino Real Storage, LLC
Property Owner's Mailing Address: 3700 Shell Road, Georgetown, TX 78628
Home Phone: N/A Work Phone: 512-468-7524
Cell Phone: 512-516-9306 e-Mail Address: merenfroe@gmail.com

IF APPLICABLE: Owner hereby gives Hugo Elizondo, Jr., P.E. / Cuatro Consultants, Ltd. 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 _____

Subscribed and sworn to before me this _____ day of _____, 20_____

(seal)

Notary Public

My Commission expires: _____

APPLICANT INFORMATION (if different from Owner):

Applicant's Full Legal Name: Hugo Elizondo, Jr., P.E. / Cuatro Consultants, Ltd.
Applicant's Mailing Address: P.O. Box 2579, Kyle, TX 78640
Home Phone: N/A Work Phone: 512-312-5040, ext. 1
Cell Phone: 512-565-9040 e-Mail Address: hugo@cuatroconsultants.com

PROPERTY INFORMATION:

Proposed Name of Subdivision (if applicable): Covered Wagon Subdivision: Phase 2

911 street address for the Subject Property, if established: _____

Legal description:

Lot ____, Block ____, Subdivision _____, Sec ____, Phase ____

If not located in a subdivision: Survey Otis G. Eels,

Abstract 167, Recorded (Vol/Page) 19001189

Hays Central Appraisal District Property ID Number: R14028/R106880

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: 2

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)	<u>Flag Lots generally not permitted, except as approved by Commissioner's Court as consistent with intent and spirit of Regulations.</u>	<u>Allow 3 Flag Lots to allow access to proposed RV Park. Allows proper phasing of Project.</u>

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:

Existing JUAE with Family Dollar will become part of proposed street extension, construct cul-de-sac to provide proper turn-around, control access to RV Park, and provide proper phased construction and permitting.

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:

Strict adherence does not allow development of this RV Park Community. Phasing of construction would not be allowed. RV Parks are unique and phasing allows construction paced with demand.

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:

Granting the variance along with the proposed street extension off SH21 provides safe driveway distances per AASHTO and allows safer and controlled access to the planned RV Park.

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:

No, the hardship is as allowed by driveway spacing on SH21 and constructing an organized phased Project. All internal driveways will be constructed to minimum County standards for County and local streets.

5. Describe how the variance will improve the functionality of the development on the Subject Property:
Allows phased construction of street, Club House, laundry and trail infrastructure; this Phase includes Club House/Office and Onsite Sewage Facility. As Phase 1 fills in, then Phase 2, and subsequently Phase 3 will be constructed.

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):
State driveway spacing minimums are per AASHTO and approved TxDOT Driveway Plan. Not allowing Flag Lots does not allow this type of RV Park development. Development provides 2 entrance and exit points onto State Highway 21.


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.
- ☐ Other – List any other supplemental information submitted with this Application:

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 Hugo Elizondo, Jr., P.E.
Cuatro Consultants, Ltd.

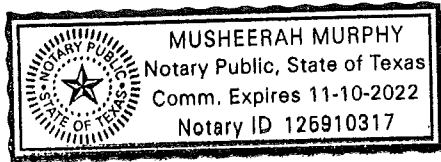
STATE OF TEXAS §
COUNTY OF HAYS §

Subscribed and sworn to before me this 28th day of February, 2020.

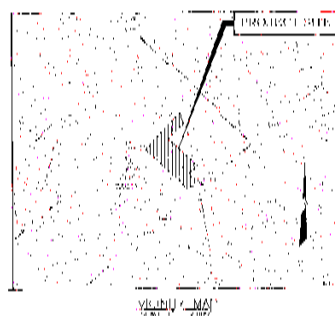
(seal)



Notary Public, State of Texas
My Commission expires: November 10, 2022



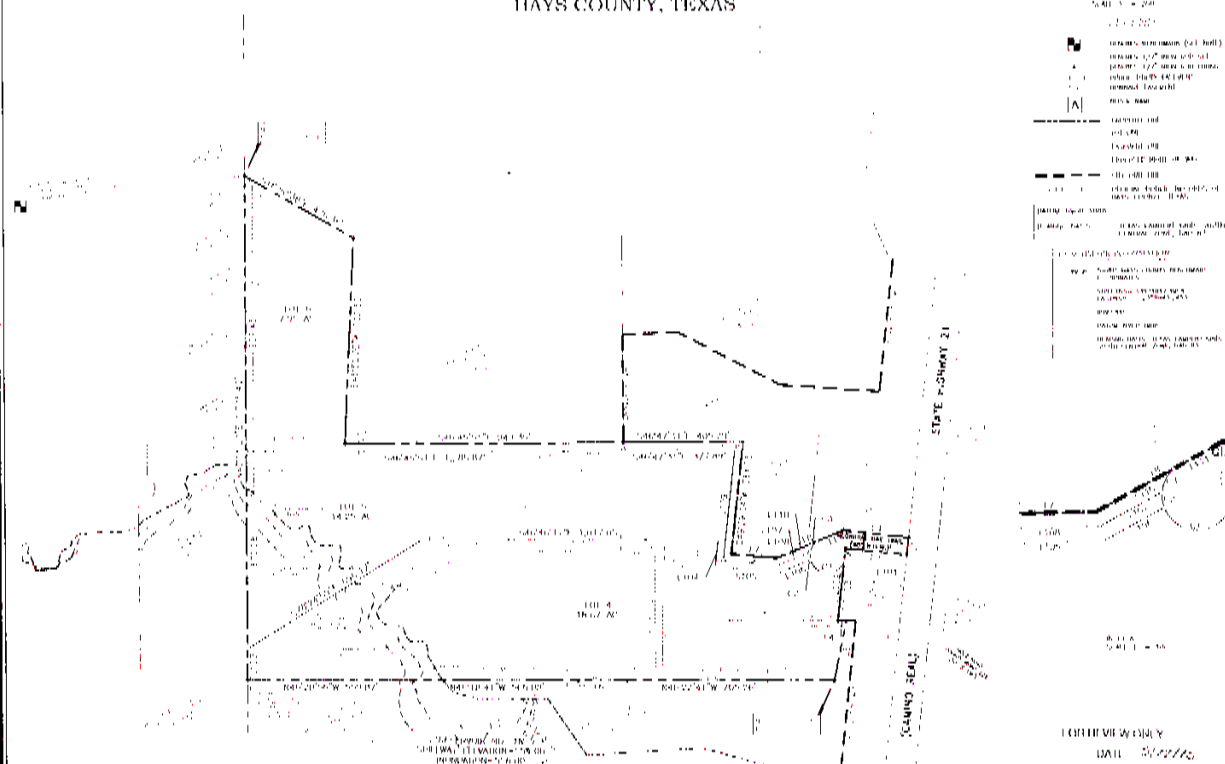
OUT OF THE COTTON FIELD SURVEY, ABSTRACT NO. 167
AND THE BROWN SURVEY, ABSTRACT NO. 311
HAYS COUNTY, TEXAS

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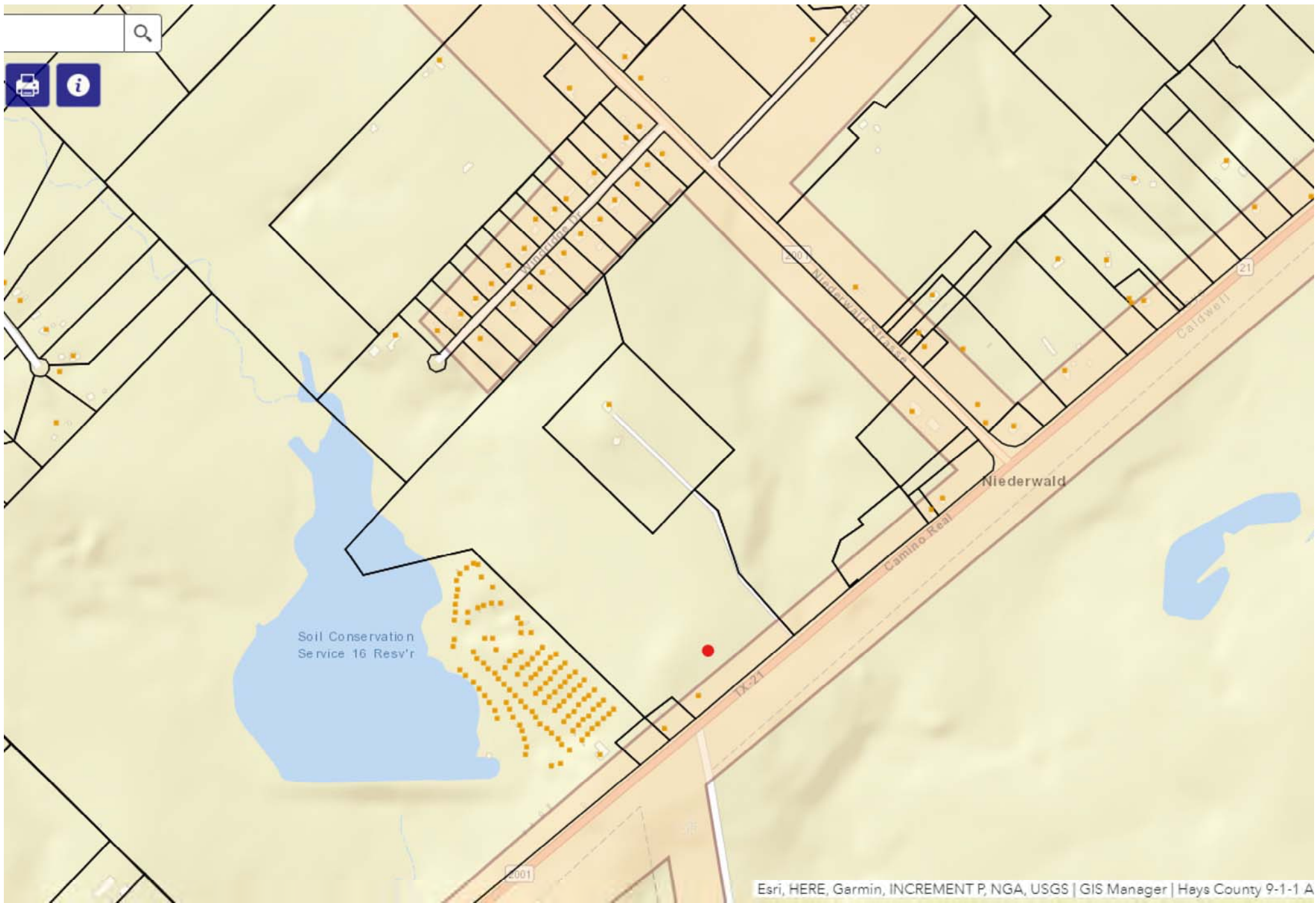
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FOR THE VII W ONLY
DATE: 5/22/2004

OUT OF THE OTTUMBEES SURVEY, ABSTRACT NO. 167
AND THE E. BROWN SURVEY, ABSTRACT NO. 33
HAYS COUNTY, TEXAS



240



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

PLN-1433-PC; Call for a public hearing on July 28th, 2020 to discuss final plat approval of the Replat of Lot 35, Burnett Ranch, Section One Subdivision.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

July 14, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

PACHECO

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Burnett Ranch, Section One is a recorded subdivision located off Burnett Ranch Road in Precinct 3.

The proposed re-plat will establish a 9.38 acre portion of lot 35 into one lot, establishing Lot 35A. Water service will be provided by Private Well and/or Rainwater Collection, Wastewater treatment will be accomplished by individual On-Site Sewage Facilities.



Hays County Commissioners Court Agenda Request

Meeting Date: July 14th, 2020

Requested By: Marcus Pacheco, County Planner

Prepared By: Marcus Pacheco, County Planner

Department Director: Caitlyn Strickland, Development Services Director

Sponsoring Court Member: Commissioner Lon Shell, Precinct Three

AGENDA ITEM LANGUAGE:

Call for a public hearing on July 28th, 2020 to discuss final plat approval of the Replat of Lot 35, Burnett Ranch, Section One Subdivision.

BACKGROUND/SUMMARY OF REQUEST:

A) Burnett Ranch, Section One is a recorded subdivision located off of Burnett Ranch Road. The recorded Lot 35 is a 14.36 acre lot that fronts off of Circle Drive, a public maintained road in Hays County. The proposed replat will plat one portion of lot 35 that was divided improperly into one 9.36 acre lot, Lot 35A.

Water utilities will be provided by Private Well and/or Rainwater Collection Systems and Wastewater utilities will be provided by the Individual On-Site Sewage Facilities. The property is within Hays County Commissioner Precinct Three boundary.

B) Per Texas Local Government Code requirements, a public hearing for this proposed resubdivision of Lot 35 will take place on July 28th, 2020 at 9:00 am in our Commissioners Court.

STAFF COMMENTS:

Staff has completed the administrative review for the Burnett Ranch, Section One, Lot 35, Replat. The only items remaining at this time is the public hearing for the replat, and action on the approval or disapproval of the replat.

At this time, staff has no objections in calling for the public hearing for July 28th, 2020.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat

REPLAT OF 9.38 ACRES OUT OF LOT 35, BURNETT RANCH SECTION 1 ESTABLISHING LOT 35A HAYS COUNTY, TEXAS

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

That we, Circle Drive Investment, LLC., owner of the certain 0.369 acre tract of land shown hereon and described in a deed recorded in Instrument No. 19040621, of the Official Public Records of Hays County, and owner of the certain 9.01 acre tract of land shown hereon and described in a deed recorded in Instrument No. 19040622, of the Official Public Records of Hays County, DO HEREBY SUBDIVIDE SAID 9.38 ACRES, in accordance with the plat shown hereon, do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the County of Hays the streets, alleys, rights-of-way, easements, and public places shown hereon for such public purposes as the County of Hays may deem appropriate. This subdivision is to be known as the REPLAT OF 9.38 ACRES OUT OF LOT 35, BURNETT RANCH SECTION 1, ESTABLISHING LOT 35A, HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS by my hand this ____ day of _____ A.D. 20____

By: _____
Circle Drive Investment, LLC.
Andrew McCabe, Representative
13701 W. Jewell Ave., Suite 200-28
Lakewood, Colorado 80228

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Andrew McCabe, Representative of Circle Drive Investment, LLC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they have executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____ A.D. 20____

NOTARY PUBLIC IN and for Hays County, Texas
STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that on the ____ day of _____ A.D. 2020, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been entered into the minutes of said court in Instrument Number _____

WITNESS my hand and seal of office this the ____ day of _____ A.D. 2020.

Ruben Becerra
County Judge
Hays County, Texas

Elaine H. Cardenas
County Clerk
Hays County, Texas

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning ground water availability. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

Tom Pope, R.S., C.F.M. _____ Date _____
Hays County Floodplain Administrator

Calliyn Strickland, Director _____ Date _____
Hays County Development Services

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Clyde Barroso, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that the corner monuments shown thereon were properly placed under my supervision.

TO CERTIFY WHICH, WITNESS by my hand and seal at Hays County, Texas this ____ day of _____ A.D. 2020.

Clyde Barroso _____ Date _____
Registered Professional Land Surveyor, No. 5404
State of Texas, Firm #10079300

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Al Carroll, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is located within the Edwards Aquifer Contributing Zone and lies within the Zone X flood area, as denoted hereon, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number, 48209C 0215 F effective date September 2, 2005, and that each lot conforms to the Hays County Development Regulations.

TO CERTIFY WHICH, WITNESS by my hand and seal at Hays County, Texas this ____ day of _____ A.D. 2020.

Al Carroll _____ Date _____
Registered Professional Engineer, No. 119251
State of Texas

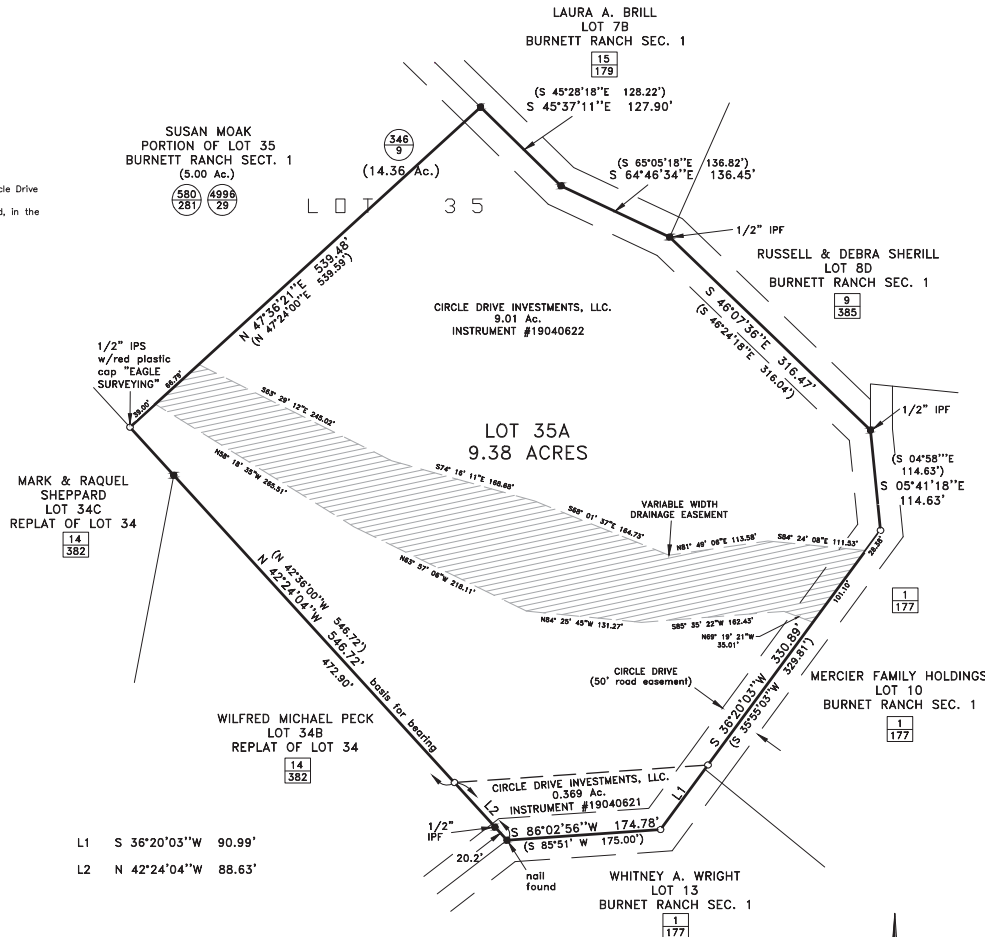
STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the ____ day of _____ A.D. 2020, at _____ o'clock _____ m., in the plat records of Hays County, Texas, in Instrument Number _____

WITNESS my hand and seal of office this the ____ day of _____ A.D. 2020.

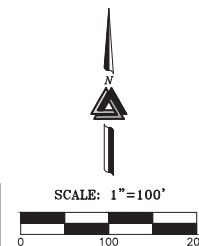
Elaine H. Cardenas
County Clerk
Hays County, Texas



L1 S 36°20'03"W 90.99'
L2 N 42°24'04"W 88.63'

LEGEND

- = cotton spindle found unless otherwise noted
- = cotton spindle set unless otherwise noted
- (XXXX) = recorded data "calls"
- (Vol Page) = Hays County Deed Records
- (Vol Page) = Hays County Plat Records



SURVEYOR:

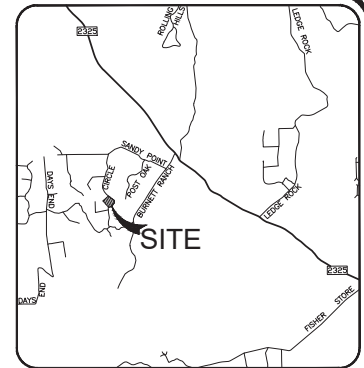


EAGLE
LAND
SURVEYING
(512) 847- 1079
P.O. Box 2264 Wimberley, TX. 78676

ENGINEER:

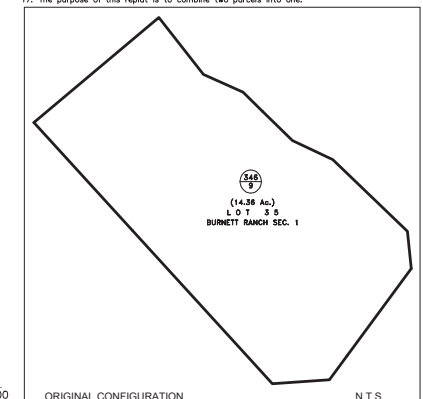


TRI-TECH
ENGINEERING SURVEYING PLANNING
155 RIVERWALK DRIVE
SAN MARCOS, TEXAS 78666
PH: 512-440-0222
TRPLS REGIS. #10193729
TBPE REGIS. #1-16093



VICINITY MAP
ZIP CODE: 78676

- PLAT NOTES**
- This subdivision lies outside the boundaries of the Edwards Aquifer Recharge Zone, however it lies within the boundaries of the Edwards Aquifer Contributing Zone.
 - This subdivision lies within the Zone X area as delineated on Hays County F.I.R.M. Panel #48209C 0215 F, dated September 2, 2005. This property lies outside of the 0.2% annual chance flood.
 - This subdivision contains 1 lot for a total of 9.38 acres.
Lots 5.00 to 10.00 acres: 1
 - This subdivision lies within the following jurisdictions:
School District - Wimberley Independent School District
Hays-Trinity Groundwater Conservation District - #5
Emergency Services District - #4 & #7
 - Water supply for this subdivision is provided by a private well.
 - Rainwater collection is encouraged and in some areas may offer the best renewable water resource.
 - Wastewater treatment for this subdivision is to be provided by individual on-site sewage facilities as approved by Hays County Development Services.
 - Electricity for this subdivision is provided by Piedermas Electric Cooperative, Inc.
 - Telephone service for this subdivision is provided by Frontier.
 - No object, including buildings, fencing or landscaping which would interfere with conveyance of stormwater, shall be placed or erected within a Drainage Easement. The owner(s) of any lot(s) upon which drainage facilities are located, including detention, shall be responsible for maintenance and upkeep of such facilities.
 - Driveways shall comply with Chapter 721 of the Hays County Development Regulations, and be permitted through the Transportation Department of Hays County under Chapter 751.
 - All culverts, when required shall comply with the current Hays County standard, per Hays County Development regulations, chapter 705, subchapter 8.03.
 - Mail boxes placed within the ROW, shall be of an approved T&OT or FHWA design.
 - In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted access onto a publicly dedicated county roadway unless a Driveway Permit has been issued by the appropriate County Road and Bridge Department.
 - No lots are to be occupied until 055F Permitted or public sewer, water and electricity and roads have been provided and construction is completed and approved.
 - Under Department Regulations, this subdivision is exempt from the requirements to demonstrate water availability and is prohibited from re-subdivision for a period of five (5) years following the filing of this plat.
 - The purpose of this replat is to combine two parcels into one.



APRIL 8, 2020

Burnett Ranch, Lot 35, Replat - Location Map



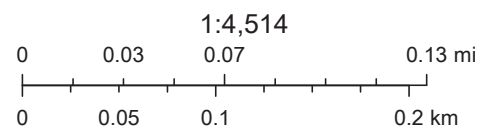
7/9/2020, 11:44:24 AM



Parcels



Lot Lines



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider a continuation of the Local Disaster Declaration originally proclaimed by the County Judge on or about March 15, 2020 and continued for 120 days by resolution of Commissioners Court on March 16, 2020.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

July 14, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

BECERRA

N/A

SUMMARY

See attached resolution.



RESOLUTION

STATE OF TEXAS §
COUNTY OF HAYS §

WHEREAS, the continued spread of COVID-19 presents an imminent threat of widespread illness, which requires emergency preparedness and action; and

WHEREAS, the County Judge, considering a Proclamation Declaring Hays County a Local Disaster Area necessary to promote the preservation of public health, and to open avenues for funding, executed such a Resolution on or about March 15, 2020; and

WHEREAS, §418.108 of the Texas Government Code provides that the County Judge's Proclamation may not remain in effect in excess of seven (7) days unless consent to continue it or renew it is provided by vote of the Hays County Commissioners Court; and

WHEREAS, the Hays County Commissioners Court resolved to continue the County Judge's Proclamation for one hundred and twenty (120) days, on March 16, 2020;

WHEREAS, the Hays County Commissioners Court's continuance of the County Judge's Proclamation will expire after July 14, 2020, unless again continued by the Hays County Commissioners Court; and

WHEREAS, the County Judge's Proclamation was, and this Resolution is, declared for the purpose of continuing the measures that must be taken to be prepared for public health needs related to COVID-19, and continuing a collective effort of state and local entities to provide relief;

NOW, THEREFORE, BE IT RESOLVED that this Resolution continuing the County Judge's Declaration of Local Disaster executed on or about March 15, 2020 and continued by the Hays County Commissioners Court on or about March 16, 2020 is hereby declared and shall continue for a period of not more than sixty-two (62) days from the date cited below, unless this local state of disaster is rescinded or continued by subsequent action of the Hays County Commissioners Court.

RESOLVED, ORDERED, AND DECLARED this the 14th day of July, 2020, by the Hays County Commissioners Court.

RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST:

ELAINE CARDENAS, MBA, PhD
HAYS COUNTY CLERK

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action regarding the Emergency Cash Assistance Program (ECAP), also known as Project Recoil, including but not limited to, the appointment of Award Committee members, funding of the program, and the consideration of program guidelines.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

July 14, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

The Court approved the Small Business Emergency Cash Assistance Program (ECAP) on June 2. This item has been placed on the agenda in the event other entities wish to become donors to the ECAP and/or further action is needed. This item will also allow the appointment of members to the Award Committee as needed.

EXAMPLE ECAP FUND STRUCTURE

May 2020

OVERVIEW

The Emergency Cash Assistance Program (ECAP) Fund (the “Fund”) is a grant program meant to assist those small businesses located in Hays County that are at critical risk of not being able to sustain operations due to the COVID-19 health crisis. The ECAP provides for a grant of up to Ten Thousand dollars (\$10,000) to Qualifying Businesses on a first come, first served basis.

A “Qualifying Business” is a generally a private business or not-for-profit organization having ten (10) or fewer equivalent Qualifying Employees, subject to additional criteria noted below. All valid entity types, including, but not limited to, sole proprietorships, limited liability companies, partnerships, and corporations, may apply.

A “Qualifying Employee” is any employee earning up to \$98,914.50 on an annualized basis and who does not have an ownership interest in the business of greater than ten percent (10%). Part-time employees and their wages shall be converted to full-time equivalents on the basis of the total hours worked during the months of January and February 2020 divided by 320 hours¹. Relatives of an owner shall only be deemed a Qualifying Employee if they can be documented as being a part of the business’ January and February 2020 payroll. Independent contractors shall not be counted as a Qualified Employees².

Grants shall be awarded on the basis of One Thousand dollars (\$1,000) per Qualifying Employee up to a maximum of total grant per business of Ten Thousand Hundred Dollars (\$10,000). Sole-proprietors who do not have any Qualifying Employees may apply for a maximum grant of One Thousand dollars (\$1,000) provided all other Qualification Criteria are met. Owner-operator businesses operated by 2 or more family members who do not have any additional Qualifying Employees may apply for a maximum grant of Two Thousand, Five-Hundred dollars (\$2,500) provided all other Qualification Criteria are met.

Grant funds may be used for:

- Working capital (including rent, pre-existing mortgage and utilities)
- Inventory or supplies
- Furniture or fixtures
- Machinery or equipment
- Maintenance or repairs
- Payroll or Employment Benefits for Qualifying Employees³

Grant funds may NOT be used for:

- The purchase of real property

¹ 40 hours per week times eight weeks

² Independent contractors may be eligible to apply as an owner-operated business or sole proprietorship

³ Grantees may not utilize funds for payroll if they have received a Payroll Protection Program (PPP) loan through the CARES Act

- Payroll or Employment Benefits for Terminated Employees
- Payroll or Employment Benefits if the Business has received a PPP
- Personal expenses, not related to the business
- The repayment of any PPP or EIDL Loan

SPONSOR:

The ECAP Fund is initially being established by Hays County (the “Sponsor”) with an initial deposit into the Fund of Five Hundred Thousand (\$500,000) dollars.

ADDITIONAL DONORS:

The Fund may be supplemented by the Sponsor or any public entity (such as a municipality within Hays County) or private entity or individual (such as a charitable organization) as approved by the Sponsor (a “Donor”). To participate in the ECAP, a Donor shall agree to the ECAP structure outlined herein without conditions, other than possible Geographic Restrictions for the award of funds (e.g. Qualifying Businesses within the corporate limits of a municipality).

LIFE OF FUND:

It is the intention of the Fund to distribute all monies contributed to it in as expeditious a manner as possible. Once no new funds have been contributed to the Fund or awarded out of the Fund for a period of ninety (90) days, the Administrator shall wind down the fund and return any Geographically Restricted funds to the applicable Donor, any unawarded funds to the Donors and Sponsors proportionate to their contributions, and any remaining Reserve Balance to the Sponsor. Under all circumstances, the Fund shall be terminated on December 31, 2020, unless otherwise extended by the Sponsor.

COORDINATOR:

The Sponsor may appoint a Coordinator to provide technical assistance and remove administrative burden from the Sponsor and Donors. If appointed, the Coordinator should be not-for-profit organization and shall NOT charge any fee for its services, but instead provide its resources on an in-kind basis. Among other tasks, the Coordinator may assist the Sponsor in: marketing the fund to the Hays County community, selecting an Administrator for the Fund, convening the Award Committee and providing logistical support (e.g., conferencing, minutes) thereto, and serving as liaison between the Sponsor and Administrator.

ADMINISTRATOR:

The Sponsor, with the assistance of the Coordinator (if any), shall select a financial institution, community development fund, or other qualified entity with existing, secure infrastructure to process sensitive financial applications, to be the Fund “Administrator.” The Administrator shall open a trust account for the sole purposes of administering the Fund at the Sponsor’s bank of record. The Sponsor’s Treasurer shall have full access to trust account and audit authority over the Fund. The Sponsor shall have full authority to appoint, reappoint, remove, or replace the Administrator at its sole discretion.

Administrative expenses shall not exceed 3% of the total funds deposited into the Fund. The Fund shall maintain a reserve balance of no less than Two Thousand Five Hundred dollars (\$2,500) at all times until terminated.

AWARENESS:

To promote the Fund to all businesses within the County and to ensure broader awareness irrespective of membership in any business or trade organizations, the Coordinator (if any) shall be directed to market the Fund through a variety of widely available digital and print mediums in Hays County. Direct marketing expenses (e.g., advertising fees paid to third-parties, such as a newspaper, online publication, or other) shall not exceed 1% of the total funds deposited into the Fund, reimbursed to the Coordinator by the Administrator.

The Coordinator (if any) shall also work with all Chambers of Commerce within Hays County as marketing partners in spreading awareness of the Fund. The Coordinator shall also endeavor to disseminate information regarding the Fund to all business or trade organizations operating within Hays County of which the Coordinator is aware or is made aware by the Sponsor or the Award Committee.

In the event Sponsor elects not to appoint a Coordinator, Sponsor shall be responsible for any awareness campaign.

AWARD COMMITTEE:

Award determinations will be performed by a committee made up of individuals appointed by the Sponsor, the represented organizations below, and any subsequent Donor entitled to appoint an additional Award Committee member as herein described. Notwithstanding the foregoing, at no time shall the Award Committee exceed nine (9) members.

The initial nine (9) person Award Committee shall be appointed by the Sponsor:

1. A Sponsor-appointed representative of underserved community organization
2. A Sponsor-appointed active or retired⁴ Certified Public Accountant (CPA) with its principal place of business in Hays County
3. A representative of Workforce Solutions Rural Capital Area
4. A representative of the Texas State University (e.g., Small Business Development Center, McCoy School of Business, other)
5. A representative residing within the City of San Marcos or its ETJ
6. A representative residing within the City of Kyle or its ETJ
7. A representative residing within the City of Buda or its ETJ
8. A representative residing within the City of Dripping Springs or its ETJ
9. A representative residing within the City of Wimberley or its ETJ

A representative from within a municipality or its Extra-Territorial Jurisdiction (“ETJ”) shall be appointed by the Hays County Commissioners Court unless that respective municipality is

⁴ To ensure no conflict, any appointed CPA shall recuse themselves from voting on the application of any past or present client

participating as a Donor to the ECAP Fund, in which case the City Council shall appoint that representative.

The Hays County General Counsel's Office shall have a representative present at each Award Committee meeting as a non-voting member. A representative of the Administrator shall be present at each Award Committee meeting as a non-voting member to answer any questions regarding an applicant's application.

"Representatives" shall be provided by the relevant organization or Donor and confirmed by the Sponsor. "Sponsor-appointed" representatives shall be selected through a nomination and vote process by its governing body.

In order to be granted an ECAP award, seventy-five percent (75%) of the Award Committee must vote to approve an application (the "Approval Threshold").

AWARD PROCESS:

Neither the Coordinator nor the Administrator shall have any voting participation in the Award Process.

The Administrator shall receive applications on rolling two-week submittal periods beginning the Monday following the deposit of the Sponsor's initial funds into the Fund bank account.

The Administrator shall objectively apply the Qualification Criteria and review the submitted application for completeness. The Administrator shall time stamp the date each application has been received as well as the date it has been deemed administratively complete. The date of receipt shall equal to the date it was deemed administratively complete unless the application required revision or resubmittal to be deemed administratively completely.

The Coordinator (or Sponsor, if no Coordinator is selected) shall convene the Award Committee.⁵ The Administrator shall provide a list of Qualifying Applications (QAs) received during the applicable period as well as provide a list of Disqualified Applications, if any. The Award Committee may direct the Administrator to re-assess a Disqualified Application or to work with the applicant to correct any deficiencies but shall not have the authority to wave any of the stated Qualification Criteria of the ECAP.

The Award Committee shall then consider and vote the QAs in the following order:

- Any QAs from an area where funds are available that were contributed with a Geographic Restriction. Awards shall be made in the order each QA was deemed administratively complete until all Geographically Restricted funds have been expended or no further applications from the Geographically Restricted area remain.
- The remaining QAs in the order each QA was deemed administratively complete until all Funds are expended, or no QAs remain

⁵ Award Committee may be convened virtually

The Award Committee shall not award any ECAP grant to an applicant that does not meet the Qualification Criteria. It shall otherwise have full discretion to approve any grant application by supermajority vote of the Award Committee members present. A denied business may not appeal the decision of the Award Committee, but may re-apply for an ECAP grant in the next application period following any amendments to its application or submitted additional information. In no event shall a business be able to apply more than three (3) total times to the ECAP and may only receive one (1) ECAP award.

COMPLETE QUALIFICATION CRITERIA

All of the following criteria must be met:

- Any private sector business.
- Must have been in operation since at least January 1, 2019 with a location within Hays county⁶
- Limited to those with less than ten (10) full-time equivalent Qualifying Employees
- Must have been in good standing with the State of Texas, and have no outstanding tax liens, as of January 1, 2020
- Must be in good standing with City and County taxes, as well as all permits, and licenses as of January 1, 2020
- Businesses that have been the recipient of any federal or state assistance program such as the Payroll Protection Plan (PPP) or the SBA Economic Injury Disaster Loan Assistance program (EIDL) do not qualify for ECAP funding
- Any natural persons holding more than 10% beneficial ownership of the business must certify via an affidavit prior to grant closing they:
 - Do not have access to unencumbered liquid assets in excess of \$100,000

REQUIRED DOCUMENTS TO ACCOMPANY APPLICATION

- Completed application – To be developed by Administrator
- Copies of payroll evidence for January and February 2020
- Copies of business governance documents such a partnership or LLC agreement or similar type of documentation need to be made available to prove current ownership and the authorization to enter into this transaction
- List of Beneficial Owners owning greater than ten percent (10%)
- Submittal will include the following financial information:
 - a. Profit and Loss Statements (by month if possible) through the end of March 2020.
 - b. Use of funds statement (must be only for those items for which this money may be used. (See list of available uses for grant below)

⁶ A residence-based location may be acceptable provided applicant certifies that it offers services primarily within Hays County.

AUDIT AND REPORTING REQUIREMENTS:

The Hays County Auditor reserves the right to audit the grant process as well as the use of grant proceeds.

This program shall be conducted in compliance with all Federal, State, and Local laws and ordinances. Violations of the law in relation to this program could result in civil or criminal liability.

Disclaimer: THIS PROGRAM IS SUBJECT TO AVAILABILITY OF FUNDS AND WILL BE OFFERED ON A FIRST-COME-FIRST-SERVE BASIS TO THOSE BUSINESSES WHO MEET ALL OF THE REQUIREMENTS OF THE PROGRAM. (Use City or County nondiscrimination language)

Administrators of this Program shall NOT discriminate against any applicant for participation in the Program because of race, religion, color, sex or national origin.

No official or employee of the County, no employee or relative of the Administrators of the Program, and no person who exercises any functions or responsibilities in the review or approval of the Program shall participate in any decision which affects his or her personal pecuniary interest, nor shall any official of the County benefit, directly or indirectly, from the distribution of funds under this Agreement.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve the appointment of Clint Garza to the Board of Directors of the West Travis County Public Utility Agency (the "WTCPUA").

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

July 14, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SMITH

N/A

SUMMARY

Pursuant to the Bylaws and Participant Agreement between Hays County, City of Bee Cave, and MUD No.5, all parties must confirm the appointments of the fourth and fifth board members.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to adopt a Resolution Related to Scenic Roadways within Hays County, Texas.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

July 14, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SMITH

N/A

SUMMARY

See attached resolution



**Resolution of the Hays County Commissioners Court
Related to Scenic Roadways within Hays County, Texas**

WHEREAS, the County of Hays has a long history of scenic preservation and a respect for the private property rights of all individuals within its boundaries; and

WHEREAS, in each of the last several State of Texas Legislative sessions the Hays County Commissioners Court has supported legislation amending the State of Texas Transportation Code to designate certain state roadways within Hays County as scenic roadways; and

WHEREAS, each of these efforts have been unsuccessful, yet widely supported by the residents of Hays county; and

WHEREAS, the culture and beauty of Hays County is important in ensuring the continued economic growth of our community, its businesses, and its population;

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Hays County does support the development of legislation amending the State of Texas Transportation Code to achieve the goals of establishing scenic roadways in Hays County which allows for Hays County to determine which roadways within its boundaries would receive the designation; and

FURTHERMORE, we the Hays County Commissioners Court supports, upon enactment of such legislation, the establishment of a Hays County Scenic Roadways Commission to receive input from private property owners, county residents, businesses and others to determine a process by which roadways would receive such a designation.

ADOPTED THIS THE 14th DAY OF JULY, 2020

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to designate funding in relation to counsels present at a Hays County Cite & Divert Program and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 14, 2020	\$1,300

LINE ITEM NUMBER

001-607-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

This program will provide an additional diversion option to law enforcement officers within Hays County. Additional information to be provided in open court.

Budget Amendment:

Decrease Co-Wide Contingencies: 001-645-00.5399 - (\$1,300)

Increase DA Appointed Attorney Expense: 001-607-00.5440 - \$900

Increase DA Staff Salaries: 001-607-00.5021 - \$330

Increase DA Fringe Benefits: 001-607-00.5101] - \$70

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Office of Emergency Services. Possible discussion and/or action may follow in open Court including but not limited to appointment and employment of the Hays County Fire Marshal (contingent upon an acceptable background check and acceptance of an offer of employment) and/or the hiring of the Director of the Office of Emergency Services (contingent upon an acceptable background check and acceptance of an offer of employment).

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

July 14, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel regarding the Collective Bargaining Agreement between Hays County and the Hays County Law Enforcement Association (HCLEA); and consultation with counsel and deliberation regarding all individual positions subject to said Collective Bargaining Agreement. Possible discussion and/or action may follow in open Court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

July 14, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

INGALSBE

N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible discussion and/or action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

July 14, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

BECERRA

N/A

SUMMARY

Litigation update to be provided in Executive Session.