Commissioners Court August 11, 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 **11th day of August 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	5	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow. **BECERRA**
2	6	Introduction of the Office of Emergency Services (OES) staff by Mike Jones, Director of OES. **BECERRA**
3	7	Presentation and discussion by Dan Wegmiller of Specialized Public Finance Inc. regarding refunding of existing bonds. **SHELL**

CONSENT ITEMS

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

4	8	Approve payments of County invoices. **VILLARREAL-ALONZO**
5	9	Approve payment of Juror checks. **VILLARREAL-ALONZO**
6	10	Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**
7	11-22	Approve Commissioners Court Minutes of July 28, 2020. **BECERRA/CARDENAS**
8	23	Approve the payment of the August 15, 2020 payroll disbursements in an amount not to exceed $2,995,000.00 effective August 14, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/RICHEY**
9	24-47	Approve the Sheriff's Office Jail Division to utilize savings of $3,000 from Continuing Ed Funds to enter into a master service agreement with Lexipol for CorrectionsOne Academy and amend the budget accordingly. **INGALSBE/CUTLER**
10	48-49	Authorize the County Clerk's Office to purchase eight (8) Credit Card Readers totaling $5,285.64 from JR's POS Depot, authorize a purchasing policy waiver and amend the budget accordingly. **BECERRA/CARDENAS**
11	50-51	Ratify a Temporary Right of Entry Agreement between Hays County and the City of San Marcos for the Hays County property located at 755 Civic Center, San Marcos, Texas. **INGALSBE**
12	52	Authorize On-Site Sewage Facility Permit for new Dripping Springs Elementary school located at 11091 Darden Hill Road, Austin, Texas 78737. **SMITH/STRICKLAND**
13	53	Authorize On-Site Sewage Facility Permit for new 7-Eleven located at 12212 W US 290, Austin, Texas 78737. **SMITH/STRICKLAND**
14	54	Amend the Constable Pct. 2 operating budget for $341.00 for costs related to the mobile radio equipment approved in the FY20 budget process. **JONES/TORRES**
15	55	Amend the appointment date of Nathan Mendenhall to Fire Marshal from August 10, 2020 to August 4, 2020. **SHELL/MILLER**
16	56	Authorize On-Site Sewage Facility Permit for new restaurant located at 14111 Winter's Mill Parkway, Wimberley, Texas 78676. **SHELL/STRICKLAND**
17	57	Authorize On-Site Sewage Facility Permit for the Rosemary Hall Dormitory in the Burke Center for Youth at 20710 W FM 150, Driftwood, Texas 78619. **SMITH/STRICKLAND**
18	58-67	Approve Utility Permits. **BECERRA/BORCHERDING**
19	68	Approve the official bond of the newly appointed Fire Marshal, Nathan Paul Mendenhall. **SHELL/JONES**

20	69-70	Authorize payment to Electrotechnics Corporation (Eltec) for $1,960.83 related to replacing a damaged school zone flasher post for Science Hall Elementary School stemming from an auto accident that occurred on Dacy Lane in which no purchase order was issued as required per County Purchasing Policy. **INGALSBE/BORCHERDING**
21	71-73	Approve and confirm the appointments of Porter King Fearey Dewar as Deputy Constable and Timothy Walker as Reserve Deputy Constable in the Hays County Constable Precinct 1 Office, effective date August 11, 2020. **INGALSBE/PETERSON**
22	74-79	Authorize the County Judge to execute an Amendment to the County's Agreement with Tyler Technologies, Inc. for purposes of text message and email reminder notifications related to court appearances, diversion appearances, warrants, and payment compliance and amend the budget accordingly. **SHELL**
23	80-86	Authorize the County Judge to execute a Work Order and Fire Alarm System Agreement with Security One, Inc. for Fire Alarm Monitoring Services for the Public Safety Building. **INGALSBE/CUTLER**
24	87-127	Approve specifications for RFP 2020-P08 Election Form Printing Services and authorize Purchasing to solicit for proposals and advertise. **BECERRA/ANDERSON**
25	128-130	Authorize the Information Technology Department to purchase replacement computer equipment for various departments and amend the budget accordingly. **BECERRA**
26	131	Authorize the Office of Emergency Services department to purchase one upgraded iPhone SE128 GB valued at $123.99 in order to load applications for emergency preparedness. **BECERRA/MIKE JONES**
27	132-133	Authorize a waiver to the purchasing policy for the Election Office to purchase ballot paper for the November 3, 2020 General Election. **BECERRA/ANDERSON**
28	134	Approve the official bond of the newly-appointed Hays County Constable for Precinct #3, Don Montague. **SHELL**
29	135	Approve and confirm the appointments of Deputy Constables designated by the newly-appointed Constable, Don Montague, in the Hays County Constable Precinct 3 Office, effective August 10, 2020. **SHELL**

ACTION ITEMS

ROADS

30	136-175	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA)/contract between Hays County and RPS Infrastructure, Inc. to provide engineering design services for RM 12 at RM 3237 intersection project in Precinct 3 as part of the 2016 Road Bond Program. **SHELL/BORCHERDING**
31	176-178	Discussion and possible action to authorize the County Judge to execute a Change Order No. 1 to a Contract between Hays County and RPS Infrastructure, Inc. on the RM 12 at RM 3237 Intersection project in Precinct 3 as part of the 2016 Road Bond Program executed on or about April 9, 2019.**SHELL/BORCHERDING**
32	179-220	Discuss and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA)/contract between Hays County and Cobb, Fendley & Associates, Inc. to provide engineering design and ROW acquisition services on the Winters Mill Intersection Improvements at RM 12 and RM 3237 project in Precinct 3 as part of the 2016 Road Bond Project. **SHELL/BORCHERDING**
33	221-223	Discussion and possible action to authorize the County Judge to execute a Contract Amendment No. 1 to a Contract between Hays County and Doucet & Associates, Inc. for the Darden Hill Road (FM1826 to Sawyer Ranch Road) widening and turn lanes project as part of the 2016 Road Bond Program executed on or about October 30, 2018. **SMITH/BORCHERDING**
34	224-249	Discussion and possible action to award contracts for IFB 2020-B09 Roadway Improvements - Hot Mix Overlay to Bennett Paving, Inc. **JONES/SMITH/BORCHERDING**
35	250-292	Discussion and possible action to award contracts for IFB 2020-B16 Roadway Improvements - Remove & Replace Hot Mix to Turner Paving & Construction Inc. **JONES/SMITH/BORCHERDING**
36	293-303	Discussion and possible action, pursuant to Chapter 253 of the Texas Transportation Code, to approve the results of the returned ballots of the property owners who voted on the proposed improvements of roadways within River Mountain Ranch Subdivision Precinct 3 of Hays County. **SHELL**

SUBDIVISIONS

37	304-317	PLN-1400-PC; Penn Subdivision, Lot 1A-1, Replat (2 Lots). Discussion and possible action to consider granting variances from Table 10-1 of the Hays County Rules for On-Site Sewage Facilities and Chapter 715.3.01 (C) of the Hays County Development Regulations. **SMITH/PACHECO**

MISCELLANEOUS		
38	318-319	Discussion and possible action to consider granting a variance from section 10. W. 1. of the Hays County Rules for On-Site Sewage Facilities and allow issuance of development permits to the owner of 560 Dead Mans Hole Rd, Dripping Springs, TX 78620. **SMITH/STRICKLAND**
39	320-421	Discussion and possible action to reissue the Kinder Morgan Permian Highway Pipeline road crossing permits for Pump Station Road, Mt. Sharp Road, and Ledgerock Road, allowing construction activities to continue for the 42" natural gas pipeline contingent upon the certain criteria. **SHELL/BORCHERDING**
40	422-423	Discussion and possible action to authorize the execution of a $1,000,000 Letter of Agreement between Hays County and CHRISTUS Santa Rosa Hospital (CSRSM) as budgeted for FY2020 to Indigent health care costs. **SHELL**
41	424-425	Discussion and possible action to authorize Mike Jones to accept the Airworthiness Statement (AWS) on behalf of the Hays County Office of Emergency Services. **SHELL/MIKE JONES**
42	426-444	Discussion and possible action to accept the $19,058.41 Visionality Second Phase Proposal, adding individual monitors with access to agenda and backup, as well as automated parliamentary procedures and recording of votes and amend the budget accordingly. **INGALSBE/CARDENAS**
43	445-446	Discussion and possible action to authorize the County Judge to execute a contract with Brizo Construction, LLC for projects listed on the attached bid tabulation for RFP 2020-P05 Builder Services related to the CDBG-DR Housing Program. **JONES/T.CRUMLEY**
44	447	Discussion and possible action to order a General Election to be held on November 3, 2020. **BECERRA/ANDERSON**
45	448-450	Discussion and possible action to approve Election Day Vote Center locations for the November 3, 2020 General Election. **INGALSBE/ANDERSON**
46	451-453	Discussion and possible action to approve Early Voting locations and schedule for the November 3, 2020 General Election. **INGALSBE/ANDERSON**
47	454	Discussion related to the Hays County Parks and Open Space Advisory Commission (POSAC) recommendations and receipt of the Public Outreach Report from Karen Ford, Consultant for the Commission. **SHELL**
48	455	Discussion and possible action to approve an Order by the Commissioners Court of Hays County, Texas calling a Bond Election to be held on November 3, 2020 in Hays County, Texas; designating voter polling places; providing for early voting and election day voting; making provision for the conduct of the election, making provision for the conduct of a joint election with various political subdivisions; resolving other matters incident and related to such election. **SHELL**

WORKSHOP		
49	456	10:00 a.m. - Budget Workshop regarding the FY 2021 Hays County Budget. Possible action may follow. **BECERRA**

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.		
50	457	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange or value of Right of Way along Dacy Lane in Pct 1. Possible action may follow in open court. **INGALSBE**
51	458	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. **JONES/BORCHERDING**
52	459	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel regarding the Parks and Open Space Advisory Commission proposals and the prospective Park and Open Space Program; and deliberation regarding the purchase, exchange, lease or value of real property regarding Parks and Open Space within Hays County. Possible action may follow in Open Court. **SHELL**
53	460	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 Human Resources Department. Possible discussion and/or action may follow in open Court. **JONES/MILLER**

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.

54	Discussion and possible action related to the burn ban and/or disaster declaration. **BECERRA**
55	Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**
56	Discussion of issues related to the Hays County Census program including updates from Jessica Mejia. **BECERRA**
57	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**
58	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 7th day of August, 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	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	August 11, 2020	

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.

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

Introduction of the Office of Emergency Services (OES) staff by Mike Jones, Director of OES.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	August 11, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mike Jones	BECERRA	N/A

SUMMARY

Introduction of staff for the Office of Emergency Services.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

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AGENDA ITEM

Presentation and discussion by Dan Wegmiller of Specialized Public Finance Inc. regarding refunding of existing bonds.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	August 11, 2020	N/A

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

Additional information will be presented during Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of Juror checks.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of United Healthcare claims.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Commissioners Court Minutes of July 28, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	BECERRA	N/A

SUMMARY

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

ON THIS THE 28th 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	**COUNTY JUDGE**
DEBBIE GONZALES INGALSBE	**COMMISSIONER, PCT. 1**
MARK JONES	**COMMISSIONER, PCT. 2**
LON A. SHELL	**COMMISSIONER, PCT. 3**
WALT SMITH	**COMMISSIONER, PCT. 4**
ELAINE H. CÁRDENAS	**COUNTY CLERK**

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Chaplain Javier Maldonado, of 7th Day Adventist 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 future foreclosures for Hays County citizens. He stated the Court should spend less taxpayers' money. He then read the disbursement list for Hays County. Rodrigo Amaya, Hays County resident, made public comments regarding his opposition of two County employees' positions, one within the District Attorney's office, and the other in the Office of General Counsel. He made public comments in favor of a Public Defenders office. Lauren Hubele, San Marcos resident, made public comments in favor of the Public defender's office. She asked the Court if they are condoning or normalizing acts of injustice against citizens of Hays County. Christine Terrell, San Marcos resident, made public comments, in favor of a Public defender's office. She stated that the Court and people present have the luxury of patience while the county employees and fellow citizens being held in the jail do not, as they continue to be exposed to COVID while changes are patiently made.

35425 UPDATE FROM THE COUNTY JUDGE AND STAFF REGARDING THE LOCAL DISASTER DECLARATION AND COVID-19. POSSIBLE DISCUSSION AND ACTION MAY FOLLOW.

Judge Becerra made an announcement thanking several staff members whom have contributed to the past and current planning and coordination of disaster plans for Hays County. Alex Villalobos, Chief of Staff and Emergency Management Coordinator, spoke to the Court regarding the COVID-19 updates. He stated a lease agreement for property off Highway 123 is being worked out for a future testing site. He noted a Memorandum of Understanding agreement that is in place with Communicare. His staff is currently working on fees and details with Premier ER regarding testing. He spoke about work with Texas State University regarding future testing for students and staff. He stated the complete Texas State University staff is working on details to use the Texas State University clinic and communicating with CPL labs. This is to ensure parallels between Texas State University and CPL labs. Discussions are being had for a testing site in Dripping Springs. He listed some of the available testing that is held throughout the county. There are agreements with Premier ER and Live Oak Clinic to hold first responder testing. Baylor Scott & White has testing in Buda. Alex Villalobos, Chief of Staff and Emergency Management Coordinator, noted private medical providers are also conducting COVID-19 screenings for their patients. He stated that the testing processes have changed as there is no screening process, but there are registration processes for each additional site to allow for efficient and quick work. They are working on quick access to the testing results through CPL labs using an online patient portal. However, they still need to be considerate of people who do not have emails or social media by collecting contact information. Commissioner Ingalsbe asked about molecular testing and how long will those tests be available? Alex Villalobos, Chief of Staff and Emergency Management Coordinator, responded that the county has about six months of tests that are available through CPL labs. He said they are working on finding other sources for tests and labs. Judge Becerra noted the regional hospital for overflow has been turned on for the use of 10 counties. This will be used as flex space for less critical patients. This facility includes 100 additional beds. He noted the public can look this information up under CAPCOG. He included that the County has not been in jeopardy of running out of hospital beds and thanked the public for their help. Alex Villalobos, Chief of Staff and Emergency Management Coordinator, noted the personal protective equipment inventory that is on hand. Tammy Crumley, Director of Countywide Operations, noted the Live Oak Clinic numbers have tapered off, but the countywide testing numbers have not. She wanted to recognize some of the staff members who were present in Court for their ongoing work during the COVID-19 disaster. Margie Rodriguez, Manager of the Health

Department, Amelia Flores, Eric Schneider, Medical Epidemiologist, Gregory Drew, State Medical Epidemiologist, and the entire Building Maintenance crew, that pick up and deliver the personal protective equipment. The Court thanked all the mentioned staff members. Commissioner Jones asked Eric Schneider, Medical Epidemiologist for Hays County Health Department, about the communication between the County and the Independent School Boards in the county. Eric Schneider, Medical Epidemiologist for Hays County Health Department, stated that he has been in contact with the School Boards and Superintendents about the options that are available along with following the Governors Orders and TEA suggestions, as well as trends throughout the I-35 Corridor. Commissioner Jones asked what the numbers of positive cases are for school aged children. Eric Schneider, Medical Epidemiologist for Hays County Health Department, stated there has been an influx over the last week of case between the ages of 10 - 20 years of age. He noted the tests numbers for children 10 years and younger stay consistent, and pediatricians do not really test that age group. The danger with that age group is they are generally asymptomatic, and it is hard to tell if they are positive. Judge Becerra noted he is working with the Office of General Counsel to create a document to support the school districts without restricting the individual districts. Commissioner Smith asked if discussions are being had with Texas State University. Eric Schneider, Medical Epidemiologist for Hays County Health Department, stated he has a scheduled conference call with Texas State University. He stated that Texas State University has their own emergency preparedness plan in place to address students contracting COVID-19, regarding different scenarios. They have also discussed conducting contact tracing for the students. Commissioner Smith stated with citizens and school aged children, the county has an idea of where they are and where they have been, versus the unknown communities and travel that approximately 38,000 to 39,000 Texas State University students will be coming from. He stated there are approximately 3,300 full time staff members returning to Texas State University that are a part of this community that will be exposed to that environment. He noted the last influx took place within that population of university students' age group. Commissioner Smith requested when discussions are taking place between the county and the university to include some type of system for that rate of exposure, or an agreement for the County to have participation in those types of conversations. Commissioner Smith asked Alex Villalobos, Chief of Staff and Emergency Management Coordinator, if he could put together a standard operating procedure to address a County office exposure other than shutting down the entire office. Alex Villalobos, Chief of Staff and Emergency Management Coordinator, stated possibly appointing a management system, updating the website, and setting up the County website as an online business. Alex Villalobos, Chief of Staff and Emergency Management Coordinator, spoke about his meetings with department heads and elected officials to find out the needs of the offices so that they may open to the public. He noted disinfect sprays and installing plexiglass barriers. Commissioner Smith stated he would like more communication with the public for closures and instructions on how to continue conducting business.

Clerk's Note: Judge Becerra called to reopen this agenda item at 10:43 a.m.

Mark Kennedy, Office of General Counsel, spoke to the Court about a lease agreement for two commercial spaces off Highway 123 in San Marcos. One space would be used as a testing and vaccination center and the other would be used as a call center. He reviewed the lease agreement with the Court highlighting sections that would need to be modified to meet government code before the contract is signed. Judge Becerra asked if the price per square footage is competitive. Tammy Crumley, Director of County Wide Operations, stated to the Court that the space is turnkey, and she would just need to move in furniture to be ready for staff to move in. Mike Jones, Director of Emergency Services, stated he had the realtor give him comparable pricing, and he believes the location is set at a good price. Commissioner Smith asked that given the fact the County is losing many voting locations would these building have enough space to be voting centers? Mike Jones, Director of Emergency Services, stated the buildings could be used in the future as voting locations. Tammy Crumley, Director of County Wide Operations, stated that the building was looked at with multiuse purposes in mind, and there is room for voting and voting equipment in the buildings. Commissioner Ingalsbe asked for the address of the two locations. Mark Kennedy, Office of General Counsel, stated the locations are 1224 Highway 123 and 1236 Highway 123. Judge Becerra added his support for the locations. **A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to approve two commercial leases between Elmer C. Niece Testamentary Trust and Hays County and noting the modifications that were verbalized in court. All present voted "Aye." MOTION PASSED.**

Clerk's Note: Judge Becerra called to reopen this agenda item at 12:44p.m.

Mark Kennedy, Office of General Counsel, stated he presented a COVID-19 Return to Work Requirement Sheet. He stated this document was a culmination of discussions between County Wide Operations, Personal Health, Emergency Management, Human Resources Department and Office of General Counsel. Currently the County is using a testing approach. The CDC has since put out a time approach in addition the testing approach. The presented sheet has some additional measures. In order to return to work the employee must have the following; Employee has a physician's clearance to return to work, they have been asymptomatic for at least 10 days, and no member of their household that they are living with has COVID related symptoms. He requested the Court apply these requirements countywide. Shari Miller, Human Resource Director, stated to the Court that every COVID related absence has been different. This would give guidance to the department heads. She noted Hays County is still paying 2/3-time paid leave for COVID related absences. She believes with school beginning soon there will be new challenges for employees that are parents with school aged children. Judge Becerra asked since there is a countywide mask order and a Governor's mask order, if the County has given direction for employees regarding wearing masks when dealing with the public. Shari Miller, Human Resource Director, stated the County has not required or directed employees to wear a mask. Mark Kennedy, Office of General Counsel, stated the Court could recommend a policy for employees, however the elected official can act autonomously. He stated Court members could always call specific offices to inquire about masking wearing. **A motion was made by Commissioner Jones, seconded by Commissioner Shell to adopt the COVID Return to Work Requirement as a countywide policy. All present voted "Aye." MOTION PASSED.**

35426 ADOPT A PROCLAMATION DECLARING AUGUST 2020 AS NATIONAL IMMUNIZATION AWARENESS MONTH IN HAYS COUNTY.

Eric Schneider, Medical Epidemiologist for Hays County Health Department, stated although COVID-19 is on most people's minds, there are still other diseases that still afflict Hays County residents. He stated that the United States effective immunizations have worked so well that some people question the necessity of vaccines. In 2000, the CDC declared measles were eliminated from the United States, however 1282 cases of measles occurred in 2019, due to increased international travel and refusal to vaccinate. The largest outbreak since the vaccines was invented. He stated, as everyone has seen over the last five months it takes a community effort to make a public health program work effectively. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to adopt a proclamation declaring August 2020 as National Immunization Awareness Month in Hays County. All present voted "Aye." MOTION PASSED.**

Clerk's Note: Judge Becerra called for a break that began at 12:50 p.m. and resumed back into open court at 1:00 p.m.

PRESENTATION BY THE HAYS COUNTY PARKS AND OPEN SPACE ADVISORY COMMISSION RELATED TO PROSPECTIVE PROJECTS WITHIN HAYS COUNTY.

George Cofer, Chief Executive Officer Hill Country Conservancy, public comments were read in Court by the County Clerk. He urged the Court to accept the recommendation put forth by Parks and Open Space Advisory Commission and thanked the Court. Katherine Romans, Executive Director, Hill Country Alliance, public comments were read in Court by the County Clerk. She was in support of the recommendation by Parks and Open Space Advisory Commission. She thanked Hays County for their proactive approach for parks and open spaces. Commissioner Shell stated he was excited to hear the recommendation from the committee. Scott Wade, Chair of the Parks and Open Space Advisory Commission, presented the final recommendation of the commission to the Court. Dianne Wassenich, Hays County resident, made public comments in favor of the Parks and Open Space Advisory Commission's recommendations. She commended the committee and its leaders. She stated she was in full support of the Capes Pond project. Commissioner Ingalsbe thanked the committee for their work in these difficult times. She noted funding for the tier one projects and asked for clarification on the second tier. She thanked the committee for including the Cape Pond project for the eastside of San Marcos. She believes this would provide connectivity throughout the trail systems. Mark Kennedy, Office of General Counsel, stated that the committee would make the recommendation and hand over the information to county staff to complete negotiations and meet policies. Commissioner Smith thanked the committee for their work and dedication. He noted that the urban projects could also be considered as polling locations. He stated there are a number of conservation efforts that are not tied to municipalities and moving forward with flexibility with the bonds. Commissioner Shell thanked the committee and staff members that contributed to this recommendation. Commissioner Jones thanked the committee and especially his appointees for answering all his questions. Mark Kennedy, Office of General Counsel, noted August 17, 2020 is the last day to vote and approve. Judge Becerra stated he campaigned on Hays County becoming the Central Park of Central Texas. He stated he was grateful for the work of the Committee. He would want more information to address the flood mitigation. He noted Hays County has a huge debt and will personally wrestle with the list of projects. He thanked Karen Ford for her work on the committee. Again, he stated he was grateful for the recommendations but is reluctant. He stated more public comments will be slated in an open house. Scott Wade, Chair of the Parks and Open Space Advisory Commission, stated that they could look for more information on the flood mitigation impacts of the projects. He noted a divide between the flood impacts on the east and west of I-35. Commissioner Jones asked if this smaller working group was an advantage. Jim Camp stated there was 20 people on the Parks and Open Space Advisory Commission after the 2007 bond. He said he felt 10 members was a good number. Laura Depont, member of the Parks and Open Space Advisory Commission stated she felt it was a good process. She also commented that this opportunity will last for generations. Lisa Pruitt thanked Mark Kennedy for his assistance. She also commented that these improvements will add to the quality of life. Katherine Nichols, member of the Parks and Open Space Advisory Commission, commented on the need for water and river access and the ability to recharge. Commissioner Smith thanked Commissioner Shell and former Commissioner Karen Ford for their foresight to create this board. No action was taken.

35427 APPROVE PAYMENTS OF COUNTY INVOICES.

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

35428 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

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

35429 APPROVE COMMISSIONERS COURT MINUTES OF JULY 14, 2020 AND JULY 21, 2020.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve Commissioners Court Minutes of July 14, 2020 and July 21, 2020. All present voted "Aye." MOTION PASSED.

35430 APPROVE THE PAYMENT OF THE JULY 31, 2020 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED $3,850,000.00 EFFECTIVE JULY 31, 2020 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve the payment of the July 31, 2020 payroll disbursements in an amount not to exceed $3,850,000.00 effective July 31, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

35431 AUTHORIZE THE REPLACEMENT OF ONE (1) 3.5 TON HVAC SYSTEM LOCATED AT THE HAYS COUNTY PCT. 5 LION'S CLUB BUILDING AND AMEND THE BUDGET ACCORDINGLY.

Dan Lyon, Hays County resident, made public comment against the purchase of the HVAC system. He stated the equipment is likely marked up 25% and asked about the financial responsibility the County owes the Lion's Club. Tammy Crumley, Director of County Wide Operations, stated the County owns the building and the AC is over 20 years old. She stated the County would maintain the building. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the replacement of one (1) 3.5 Ton HVAC system located at the Hays County Pct. 5 Lion's Club building and amend the budget accordingly. All present voted "Aye." MOTION PASSED.**

35432 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR 24 RV SPACES LOCATED AT 710 HENLY LOOP, DRIPPING SPRINGS, TEXAS 78620.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize On-Site Sewage Facility Permit for 24 RV spaces located at 710 Henly Loop, Dripping Springs, Texas 78620. All present voted "Aye." MOTION PASSED.

35433 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR LONE MAN MOUNTAIN BREWERY LOCATED AT 2825 LONE MAN MOUNTAIN ROAD, WIMBERLEY, TEXAS 78619.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to Authorize On-Site Sewage Facility Permit for Lone Man Mountain Brewery located at 2825 Lone Man Mountain Road, Wimberley, Texas 78619. All present voted "Aye." MOTION PASSED.

Clerk's Note: Judge Becerra called for a break that began at 10:50 a.m. and resumed back into open court at 11:00 a.m.

AUTHORIZE A WAIVER TO THE PURCHASING POLICY FOR THE PURCHASE OF SPECIALTY LOBBY FURNITURE FROM ARCONAS CORPORATION FOR THE PUBLIC SAFETY BUILDING BOND PROJECT.

Dan Lyon, Hays County resident, made public comment against the purchase of the furniture. He stated the purchase of the furniture has nothing to do with safety. He also commented that the furniture is not from a local company. Commissioner Ingalsbe noted the approved Bond did include funds for furniture and fixtures. She did have a question about this bid compared to other bids that were received. She noted that the Arconas bid was at a 50% discount. Discussion was had among the Court members and Mark Kennedy, Office of General Counsel, as to whom would have information about the additional bids. After a short recess, Judge Becerra announced there was not enough information for this agenda item and it would be pulled. He announced it would be revisited with more supporting information. He thanked Dan Lyon for his comments. No action was taken.

35434 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A SERVICE ORDER WITH GRANDE COMMUNICATIONS BUSINESS FOR MONTHLY FIBER INTERNET SERVICES FOR THE PUBLIC SAFETY BUILDING AND AUTHORIZE A DISCRETIONARY EXEMPTION PER TEXAS LOCAL GOVERNMENT CODE CH. 262.024(A)(7)(D).

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to Authorize the County Judge to execute a Service Order with Grande Communications Business for monthly Fiber Internet Services for the Public Safety Building and authorize a discretionary exemption per Texas Local Government Code Ch. 262.024(a)(7)(D). All present voted "Aye." MOTION PASSED.

35435 RATIFY THE ACCEPTANCE OF A DONATION OF $100.00 TO THE SHERIFF'S OFFICE AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to ratify the acceptance of a donation of $100.00 to the Sheriff's Office and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35436 AUTHORIZE THE PURCHASE OF ONE REPLACEMENT DELL OPTIPLEX 7070 FOR THE DPS LICENSE & WEIGHT DIVISION ADMINISTRATIVE STAFF AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the purchase of one replacement Dell OptiPlex 7070 for the DPS License & Weight Division administrative staff and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35437 AUTHORIZE AN AMENDMENT TO THE TEXAS OFFICE OF THE GOVERNOR (OOG) - CRIMINAL JUSTICE DIVISION (CJD) RELATED TO A GRANT EXTENSION FOR THE MENTAL HEALTH CRISIS INTERVENTION PROJECT.

Sheriff Cutler introduced Erin Barker. Erin Barker spoke to the Court regarding her assistance to the patrols when dealing with mental health crisis situations. She helps with the evaluation of the person, providing safety plans, coordinating with local mental health services, and at times when required placing a person under an emergency detention order. She stated her role is to help provide services as quickly as possible. Judge Becerra asked how many calls they receive in a day or week. Erin Barker stated they get several calls a week, but most of her time is spent following up with individuals. She stated that her division also provides Crisis Intervention training to all the deputies in the Sheriff's office. Commissioner Ingalsbe thanked the Sheriff and Erin Barker. She also noted this is an extension. Commissioner Smith also thanked the Sheriff and commended the Sheriff's office for moving forward with this program. He stated he would like to see an expansion of this program in the next budget. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize an amendment to the Texas Office of the Governor (OOG) - Criminal Justice Division (CJD) related to a grant extension for the Mental Health Crisis Intervention project. All present voted "Aye." MOTION PASSED.**

35438 AUTHORIZE THE EXECUTION OF THE FY 2021 INTERLOCAL CONTRACT FOR THE NEXT GENERATION 9-1-1 DATABASE PROGRAM WITH THE CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT (CAECD) FOR EMERGENCY COMMUNICATIONS GEOGRAPHIC INFORMATION SYSTEMS (GIS) SERVICES TO BE PROVIDED BY THE COUNTY WITH NO COUNTY MATCHING FUNDS REQUIRED.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the execution of the FY 2021 Interlocal Contract for the Next Generation 9-1-1 Database Program with the Capital Area Emergency Communications District (CAECD) for emergency communications Geographic Information Systems (GIS) services to be provided by the County with no County matching funds required. All present voted "Aye." MOTION PASSED.

35439 AUTHORIZE THE EXECUTION OF A CONTRACT WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR THE COVID-19 GRANT PROGRAM IN THE AMOUNT OF $103,777.00 AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the execution of a contract with the Texas Department of State Health Services (DSHS) for the COVID-19 Grant Program in the amount of $103,777.00 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35440 APPROVE UTILITY PERMITS.

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

35441 AUTHORIZE THE VETERAN'S ADMINISTRATION OFFICE TO PURCHASE CASE MANAGEMENT SOFTWARE FROM ADVANTEC INFORMATION SYSTEMS, LLC AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the Veteran's Administration Office to purchase Case Management Software from Advantec Information Systems, LLC and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35442 AUTHORIZE THE COUNTY JUDGE TO EXECUTE PROPOSALS WITH MICROCEPTION, INC. FOR VIDEO OVERSIGHT TOTALING $12,499.00 AND AUTHORIZE A DISCRETIONARY EXEMPTION PER TEXAS LOCAL GOVERNMENT CODE CH. 262.024(A)(7)(D).

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the County Judge to execute Proposals with Microception, Inc. for Video Oversight totaling $12,499.00 and authorize a discretionary exemption per Texas Local Government Code Ch. 262.024(a)(7)(D). All present voted "Aye." MOTION PASSED.

35443 AUTHORIZE THE OFFICE OF EMERGENCY SERVICES TO PURCHASE 10 MICROSOFT SURFACE PRO 7S AND 10 CANON ALL-IN-ONE PRINTERS THAT WILL BE USED AT THE COVID-19 TESTING SITES AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the Office of Emergency Services to purchase 10 Microsoft Surface Pro 7s and 10 Canon All-In-One Printers that will be used at the COVID-19 testing sites and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35444 AUTHORIZE A WAIVER TO THE PURCHASING POLICY FOR MGC, INC. TO RELOCATE AND CERTIFY EVIDENCE ROOM EQUIPMENT FOR THE PUBLIC SAFETY BUILDING BOND PROJECT.

Judge Becerra asked why the waiver is needed. Marisol Villarreal-Alonzo, Auditor, stated they wanted to use the same vendor that installed the equipment to also move the equipment. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize a waiver to the purchasing policy for MGC, Inc. to relocate and certify Evidence Room Equipment for the Public Safety Building bond project. All present voted "Aye." MOTION PASSED.**

35445 APPROVE SPECIFICATIONS FOR IFB 2020-B14 LIME KILN ROAD IMPROVEMENTS AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSALS AND ADVERTISE.

Commissioner Smith stated that he was excited to get this project completed. This project was delayed and was deferred through CAMPO. Commissioner Jones stated that after talking with CAMPO staff that once this project is added to the list that the county could be reimbursed. **A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve specifications for IFB 2020-B14 Lime Kiln Road Improvements and authorize Purchasing to solicit for proposals and advertise. All present voted "Aye." MOTION PASSED.**

35446 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT/CONTRACT BETWEEN HAYS COUNTY AND HDR ENGINEERING, INC TO PROVIDE CONSTRUCTION ENGINEERING, INSPECTION & TESTING (CE&I) SERVICES RELATED TO HAYS COUNTY ROAD IMPROVEMENT PROJECTS ON AN AS-NEEDED BASIS.

Commissioner Smith noted this is one of three companies that was selected through the bidding process. **A motion was made by Commissioner Smith, seconded by Commissioner Jones to authorize the County Judge to execute a Professional Services Agreement/Contract between Hays County and HDR Engineering, Inc to provide construction engineering, inspection & testing (CE&I) services related to Hays County Road Improvement Projects on an as-needed basis. All present voted "Aye." MOTION PASSED.**

35447 HOLD A PUBLIC HEARING TO ESTABLISH A 25 MPH SPEED LIMIT IN SAVANNAH RIDGE SUBDIVISION.

Judge Becerra opened the public hearing at 12:36p.m. No comments were made. Judge Becerra closed the public hearing at 12:36p.m. Commissioner Jones stated this section was part of a speed study. The results showed there was excessive speeding in this area. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to establish a 25 MPH speed limit in Savannah Ridge subdivision. All present voted "Aye." MOTION PASSED.**

35448 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT/CONTRACT BETWEEN HAYS COUNTY AND BGE, INC TO PROVIDE CONSTRUCTION ENGINEERING, INSPECTION & TESTING (CE&I) SERVICES RELATED TO LIME KILN ROAD (CR 225) A HAYS COUNTY ROAD BOND PROJECT.

Commissioner Smith requested item 23 be opened at this time as well. He stated this is part of the 2016 Road bond project. **A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute a Professional Services Agreement/Contract between Hays County and BGE, Inc to provide construction engineering, inspection & testing (CE&I) services related to Lime Kiln Road (CR 225) a Hays County Road Bond Project. All present voted "Aye." MOTION PASSED.**

35449 APPROVE AMENDMENT #1 TO THE ADVANCE FUNDING AGREEMENT BETWEEN HAYS COUNTY AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE RM 2325 AT FISCHER STORE ROAD PROJECT AND AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE ADVANCE FUNDING AGREEMENT AMENDMENT #1 ON BEHALF OF HAYS COUNTY.

Commissioner Shell stated this motion will allow the project to move forward. **A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve amendment #1 to the Advance Funding Agreement between Hays County and the Texas Department of Transportation (TxDOT) for the RM 2325 at Fischer Store Road project and authorize the County Judge to execute the Advance Funding Agreement Amendment #1 on behalf of Hays County. All present voted "Aye." MOTION PASSED.**

35450 AWARD CONTRACT FOR IFB 2020-BB12 COTTON GIN ROAD IMPROVEMENTS - PHASE 1 TO PATIN CONSTRUCTION, LLC.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to award contract for IFB 2020-BB12 Cotton Gin Road Improvements - Phase 1 to Patin Construction, LLC. All present voted "Aye." MOTION PASSED.

35451 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT AND RIGHT OF ENTRY AGREEMENT BETWEEN HAYS COUNTY AND THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT REGARDING THE FUNDING AND CONSTRUCTION OF A NEW DRIVEWAY ON THE SYCAMORE SPRINGS CAMPUS IN CONJUNCTION WITH THE SAWYER RANCH ROAD BOND PROJECT AND AMEND THE BUDGET ACCORDINGLY.

Commissioner Smith stated this is an additional driveway to the Sycamore Springs School. **A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute an Interlocal Agreement and Right of Entry Agreement between Hays County and the Dripping Springs Independent School District regarding the Funding and Construction of a new driveway on the Sycamore Springs Campus in conjunction with the Sawyer Ranch Road Bond Project and amend the budget accordingly. All present voted "Aye." MOTION PASSED.**

35452 APPROVE THE FINAL PLAT OF THE REPLAT OF LOT 35, BURNETT RANCH, SECTION ONE SUBDIVISION; PLN-1433-PC.

Judge Becerra opened the public hearing at 10:30a.m. No comments were made. Judge Becerra closed the public hearing at 10:31 a.m. **A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the final plat of the Replat of Lot 35, Burnett Ranch, Section One Subdivision; PLN-1433-PC. All present voted "Aye." MOTION PASSED.**

35453 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND COMMUNICARE HEALTH CENTERS RELATED TO COVID-19 TESTING.

Tammy Crumley, Director of County Wide Operations, stated this agreement is to operate testing locations for Wednesday afternoons in Wimberley as a drive-thru and Sundays in Kyle as a clinic setting, sometime in mid-August. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Professional Services Agreement between Hays County and CommuniCare Health Centers related to COVID-19 Testing. All present voted "Aye." MOTION PASSED.**

35454 ALLOW ADDITIONAL TRANSPORTATION DEPARTMENT STAFF TO TAKE WORK VEHICLES TO THEIR HOMES, REQUESTED PER THE COUNTY PROPERTY AND EMPLOYEE RESPONSIBILITY CHAPTER IN HR POLICY GUIDANCE.

Commissioner Jones stated this motion would allow two employees to travel from their home to the job sites and help to maintain social distancing from the office setting. Commissioner Ingalsbe asked if this is temporary due to COVID-19. Commissioner Jones stated yes. Marisol Villarreal-Alonzo, Auditor, noted this is a taxable fringe benefit, so the employees will be taxed $3 per day for commuting services. **A motion was made by Commissioner Jones, seconded by Commissioner Shell to allow additional Transportation Department staff to take work vehicles to their homes, requested per the County Property and Employee Responsibility chapter in HR Policy guidance. All present voted "Aye." MOTION PASSED.**

35455 NAME THE TRAINING FACILITIES AT THE HAYS COUNTY SHERIFF'S OFFICE THE "ALLEN BRIDGES TRAINING CENTER", DEDICATED IN MEMORY OF FORMER HAYS COUNTY SHERIFF, ALLEN BRIDGES (1946-2008).

Sheriff Cutler introduced Kathy Bridges, Wife of former Hays County Sheriff Allen Bridges. Sheriff Cutler stated there were 54,000 logged training hours for 2019. He would like to name the academy after former Hays County Sheriff Allen Bridges. Mark Kennedy, Office of General Counsel, stated that when Allen Bridges was laid to rest there was a large turnout of community support. Mark Kennedy, Office of General Counsel, read a resolution for the Court. Kathy Bridges, Wife of former Hays County Sheriff Allen Bridges, stated her husband loved Hays County and loved his job. Commissioner Ingalsbe stated that she was honored to sponsor this item and spoke about former Sheriff Allen Bridges' law enforcement career. Commissioner Jones stated that Sheriff Allen Bridges was a great man to everyone. He knows Sheriff Allen Bridges would be proud of his wife and son. Commissioner Shell stated that this is a great tribute to Sheriff Allen Bridges. Commissioner Smith thanked Mrs. Bridges for her sacrifice. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to name the training facilities at the Hays County Sheriff's Office the "Allen Bridges Training Center", dedicated in memory of former Hays County Sheriff, Allen Bridges (1946-2008). All present voted "Aye." MOTION PASSED.**

35456 AUTHORIZE THE COUNTY JUDGE TO EXECUTE TWO INFORMATION RELEASE CONTRACTS WITH THE TEXAS WORKFORCE COMMISSION FOR THE BENEFIT OF THE HAYS COUNTY SHERIFF'S OFFICE AND THE HAYS COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute two Information Release Contracts with the Texas Workforce Commission for the benefit of the Hays County Sheriff's Office and the Hays County Criminal District Attorney's Office. All present voted "Aye." MOTION PASSED.

35457 APPOINT JUDGES, ALTERNATE JUDGES AND CLERKS FOR THE NOVEMBER 3, 2020 GENERAL ELECTION FOR A TWO-YEAR TERM FROM AUGUST 1, 2020 TO JULY 31, 2022.

Jennifer Anderson, Elections Administrator, sited Chapter 32 of the Election Code that requires the Court to approve the appointment of Judges and Alternate Judges. She stated the location list will be presented to the Court for approval at the August 11, 2020 Commissioners Court meeting. The list of Judges and Alternate Judges was already approved by the Elections Board. Commissioner Smith thanked Ms. Anderson for her work finding locations. He stated the task for finding locations has become even more difficult due COVID-19, as several places do not want the public in their buildings during this pandemic. He noted the Governor's recent announcement to extend early voting for an additional week was less than helpful to Ms. Anderson's efforts to secure voting locations. Commissioner Ingalsbe also thanked Jennifer Anderson and her staff for their work. Jennifer Anderson, Elections Administrator, stated both party chairs worked very hard. She also noted that poll worker applications are available. Judge Becerra stated that the list can be modified at a later date. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to appoint Judges, Alternate Judges and clerks for the November 3, 2020 General Election for a two-year term from August 1, 2020 to July 31, 2022. All present voted "Aye." MOTION PASSED.**

35458 DISCUSSION AND POSSIBLE ACTION REGARDING THE EMERGENCY CASH ASSISTANCE PROGRAM (ECAP), ALSO KNOWN AS PROJECT RECOIL, INCLUDING BUT NOT LIMITED TO, FUNDING FOR ADVERTISEMENT AND REFINEMENT OF PROCEDURE RELATED TO DISTRIBUTION OF GRANTS.

Mark Kennedy, Office of General Counsel, presented an update to the Court. He stated the application has been finalized as of last week. The Go Live date is August 1, 2020. He noted Greater San Marcos Partnership would like to pay for marketing and advertising of the ECAP. Commissioner Ingalsbe requested a copy of the application. Mark Kennedy, Office of General Counsel, stated he would send that application to her. He stated he discussed with Brittany Richey, Hays County Treasurer, about the timeliness of the grant payments. The treasurer suggested setting up a routing form of approval signatures in order to pay the grant funds quickly. The Court discussed appointing a Court member to sign the routing form. The signatures would include the Auditor or delegee, Treasurer or delegee, and Commissioner Shell. Mark Kennedy, Office of General Counsel, stated the grant award would come to Court on the next regular agenda for ratification, however the check will proceed by a few days of the Court's consideration.

Clerk's Note: Judge Becerra called to reopen this agenda item at 12:41p.m.

Mark Kennedy, Office of General Counsel, stated after further discussion with Brittany Richey, Hays County Treasurer that the Court may want to make an amendment to the previous motion to include People Fund, remove the Auditor's designee, as only the Auditor can sign checks, and include a signature from the Office of General Counsel. **A motion was made by Commissioner Jones, seconded by Commissioner Smith to appoint Commissioner Lon Shell, the Auditor, and the Treasurer or her designee, Office of General Counsel designee, and People Fund to be able to sign off on any grant awards in advance of the Court's ratification of the Grants. All present voted "Aye." MOTION PASSED.**

DISCUSSION AND POSSIBLE ACTION REGARDING THE FY 2021 BUDGET INCLUDING A PRESENTATION OF THE JUDGE'S RECOMMENDED BUDGET AND THE SELECTION OF DATES FOR BUDGET WORKSHOPS.

Judge Becerra thanked the Auditor's office for their assistance with the Judge's recommended budget. He stated that he wants to be consistent and a good fiscal steward. The budget drops the rate slightly. He stated there were several cutbacks. He noted there were many requests for I.T. which will now need approval from I.T. and the Auditor's office. He stated $1.5 Million dollars are allocated to collective bargaining. The new Jail has taken a large part of the budget. Modifications to minimize Transportations department requests were made. The budget for Jail outsourcing has been zeroed out due to the new jail, new departments, and new magistrate judge positions. He stated additions have been made for the District Attorney's office, the magistration positions, staffing for the Sheriff's office, medical contracts, and Tax Assessor Collector's office. He noted budget requests were reduced to current budgets, except new programs. Hays County employees will get a cost of living increase but not merit increase. Judge Becerra explained with his proposed budget an average home valued at $270,000.00 would see an increase of $3.08 per month for 2021. He announced the budget workshops are scheduled for August 11, 2020 at 10:00 a.m., August 18, 2020 at 10:00 a.m., and August 25, 2020 at 1:00 p.m. Vickie Dorsett, Auditor's Office, stated there was approximately $4 Million dollars that were not annualized due to staff salaries for the District Attorney's office and the Sheriff's staffing. That amount will be added to the 2021 budget. She stated this information will be sent out to all the department heads for their budget review. Commissioner Jones asked about the public notices with the wording revenue tax rate and effective tax rate. Marisol Villarreal-Alonzo, Auditor, explained that a recent change in the statute now requires specific wording for public notices. Revenue tax rate in place of effective tax rate and roll back rate is now called voter approval tax rate. The Court thanked the Auditor's office for their work and dedication to the budget. No action was taken.

Clerk's Note: Executive Session began at 11:19 a.m. and resumed back into open court at 12:25 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 CONSTABLE PRECINCT 3 OFFICE. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

Commissioner Shell stated the resignation of Constable Ray Helm from precinct 3 has been publicized but he has not received anything in writing. He stated since no official resignation has been received that he does not think an appointment will need to be made at this time. Judge Becerra stated only the Precinct chairs of that precinct can choose appointments for their parties. He stated he was not in favor of choosing either appointment selected by the party chairs. Judge Becerra stated he spoke to General Counsel and the verbal resignation is sufficient documentation to accept. Commissioner Ingalsbe asked if an appointment is made, would that person need to be a resident in that specific precinct. Mark Kennedy, Office of General Counsel, stated that the appointed person would have to be a resident in the precinct on the day of their appointment. Commissioner Jones stated he is in support of Commissioner Shell's direction on the matter. Commissioner Smith stated he also supports Commissioner Shell, however he stated that regardless of party the Court should select the best candidate for the position. He also had concerns about the possibilities of the involvement of individuals within the Constable's office and their knowledge of the current resignation of the Constable. He stated he has reservations about appointing anyone from within the office. No action was taken.

35459 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 CONSTABLE OFFICES RELATED TO PROVIDING SERVICES FOR COVID-19 TESTING SITES. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

Judge Becerra stated this motion is to ensure the deputies that helped with testing sites are properly compensated. Commissioner Jones stated these hours worked are outside of the deputies' regular work schedule. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to ratify the overtime budget date to 3/16/20 the for all Deputy Constables Offices to preform law enforcement services related to COVID-19 testing sites. All present voted "Aye." MOTION PASSED.**

35460 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.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to create one part-time Plans Examiner (20 hours per week), grade 113 effective 8/1/20 as presented. Position will be funded through salary savings within the OES Department and will be added for funding determinations to the FY21 budget workshops discussions. All present voted "Aye." MOTION PASSED.

Clerk's Note Agenda Item #41 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 $61,287.00 for the week of July 19th – July 25th, 2020. The number of outsourced males was 172 inmates and females were 6 inmates. The number of arrest made by agency are as follows; Buda Police Department - 5, Department of Public Safety – 1, Hays County Sheriff's Department – 55, this includes court ordered commitments, warrant pick-ups from all agencies, and self-surrender warrants from all agencies, Kyle Police Department – 20, San Marcos Police Department - 33, Texas State Police Department – 2. There are 62 inmates that have tested positive with COVID-19 as of July 27, 2020 at 11:00AM. This number does not include jail facility employees. No action taken.

Clerk's Note Agenda Item #43 RE: *DISCUSSION OF ISSUES RELATED TO ELECTRO PURIFICATION INCLUDING UPDATES ON THE FILED APPLICATION. POSSIBLE ACTION MAY FOLLOW.* **– WAS PULLED**

Clerk's Note Agenda Item #44 RE: *DISCUSSION OF ISSUES RELATED TO ELECTRO PURIFICATION INCLUDING UPDATES ON THE FILED APPLICATION. POSSIBLE ACTION MAY FOLLOW.* **– WAS PULLED.**

Clerk's Note Agenda Item #45 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 2:16 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 28, 2020.

COMMISSIONERS COURT HAYS COUNTY, TEXAS

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 August 15, 2020 payroll disbursements in an amount not to exceed $2,995,000.00 effective August 14, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 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 August 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

Approve the Sheriff's Office Jail Division to utilize savings of $3,000 from Continuing Ed Funds to enter into a master service agreement with Lexipol for CorrectionsOne Academy and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 2020	$3,000.00

LINE ITEM NUMBER

001-618-03.5551

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

At this time, the Jail is seeking approval to go into a master service agreement with Lexipol for CorrectionsOne Academy. The service will allow Correction Officers to take mandated courses on-line. Due to the number of CO's we have, it is difficult to provide enough training for such large groups. By entering into this agreement, the Jail will have a library of courses, limit CO's coming in on days off, but, most importantly, reduce the OT budget. Staff will be allowed to take courses while on duty during downtime.

The pro-rated cost for FY20 is $3,000.00. No additional funds are needed, funds are identified in the Jails Continuing Education general ledger.

Attachments: Lexipol Quote #: 00037643
Lexipol Master Service Agreement

Budget Amendment
Decrease 03.5551 Continuing Ed
Increase 03.5429 Software Maintenance & Licensing

LEXIPOL

Lexipol DBA Praetorian Digital

PoliceOne Academy | FireRescue1 Academy | EMS1 Academy | CorrectionsOne Academy | LocalGov U

Order Form

Quote Number	00037643	Expiration Date	6/30/2020

Academy Contact Information

Prepared By	Brad Slaughter	Email	bslaughter@lexipol.com
		Phone	(415) 384-3548

Department Information

Account Name	Hays County Sheriff's Office (TX)	Payment Type	Invoice
Bill To	1307 Uhland Rd San Marcos, Texas 78666 United States	Additional Subscription Terms	This is a Pro-Rated Quote. Will be invoiced twice. First invoice now for $3000 for service from July 2020- Sept 30, 2020
Contact Name	Edward Martell	Contract Start Date	7/1/2020
Phone	512568-5400	Contract End Date	9/30/2020
Email	edward.martell@co.hays.tx.us		

Subscription Platform

Product	Additional Details	Quantity	Total Price
CorrectionsOne Academy Annual Rate Per User	Pro-Rated Subscription for 200 User -	200.00	USD 3,000.00

Subtotal	USD 11,200.00	Discount	USD -8,200.00
		Amount	USD 3,000.00

Terms & Conditions

Billing: A yearly subscription billing period begins at the effective starting date of service as stated above. A payment is due in full at the beginning of the 12-month period unless otherwise specified.
Renewal: Term of subscription will be automatically renewed upon contract end date using current rate card rates at the time of renewal unless written notice of non-renewal is received at least sixty days prior to contract end date.
Cancellation: Contract cannot be canceled prior to effective contract end date.
Department Personnel Use Only: Passwords and videos can be used by department personnel during the term of the subscription. Sharing department login access to the PoliceOne Academy or CorrectionsOne Academy or any downloaded or video content with other departments is expressly prohibited. Any violation of this policy will result in revocation of department access.
Service Agreement: The terms of this Order Form ("Order Form") and the Master Subscription Agreement ("MSA") located at https://www.lexipol.com/lms-master-service-agreement/ between the Customer and Praetorian Digital govern the use of the Praetorian Digital Academy learning management system and related services. By executing this Order Form, Customer agrees to the terms of this document and the MSA.

Signature:_____ Date:_____

Billing Contact: Ker Thao, kthao@lexipol.com, *p: 415.*962.8327; *F: 415.962.8340;*
2611 Internet Blvd Suite 100, Frisco, TX 75034

LMS Master Service Agreement

1. CONTRACT STRUCTURE & ORDER-OF-PRECEDENCE

This Praetorian Digital Master Service Agreement ("**Agreement**") is entered into between Praetorian Group, Inc. DBA Praetorian Digital ("**PD**") and the customer ("**Customer**") identified on the first order document signed by both Parties referencing this Agreement ("**Order Form**"), effective as of the effective date identified in that Order Form ("**Effective Date**"). Capitalized terms in this Agreement are defined in Section 16 (Definitions) and elsewhere in this Agreement. This Agreement and all Order Forms govern Customer's access to and use of PD's Service, and the SOW governs any Professional Services PD provides to Customer. "Customer" and "PD" also include such Party's respective Affiliates, and Customer and PD may be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**." In the event of any conflicts between this Agreement, any Order Form, and/or any SOW, the following order-of-precedence applies: SOW take precedence and prevail over Order Forms solely with respect to the subject matter of SOW; and Order Forms and SOW take precedence and prevail over this Agreement solely with respect to their respective subject matter.

THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN PD AND CUSTOMER. CUSTOMER IS RESPONSIBLE FOR CAREFULLY READING ALL TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE SIGNING AN ORDER FORM, CLICKING "ACCEPT," OR ACCESSING OR USING ANY PD SERVICE. BY SIGNING AN ORDER FORM, OR ACCESSING OR USING ANY PD SERVICE, CUSTOMER CONFIRMS THAT CUSTOMER HAS ACCESSED ONLINE AND/OR BEEN PROVIDED A COPY OF THIS AGREEMENT, AND HAS READ AND ACCEPTS THIS AGREEMENT IN ITS ENTIRETY. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS CUSTOMER MAY REFERENCE OR PROVIDE, PD'S OFFER OR ACCEPTANCE TO ENTER INTO AN AGREEMENT

WITH CUSTOMER WITH RESPECT TO ANY PD SERVICE IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND CONDITIONED ON CUSTOMER'S CONSENT TO THIS AGREEMENT.

2) OWNERSHIP OF SERVICE & CUSTOMER DATA

2.1 Ownership of the Service. The Service is the property of PD, and is protected by copyright, patent, trade secret and other intellectual property laws. PD and its licensors retain any and all rights, title and interest in and to the Service (including, without limitation, all Intellectual Property Rights), including all copies, modifications, extensions and derivative works thereof. Customer's right to use the Service is limited to the rights expressly granted in this Agreement and the applicable Order Form(s). All rights not expressly granted to Customer are reserved and retained by PD and its licensors.

2.2 Ownership of Customer Data. As between Customer and PD, (a) all Customer Data is the property of Customer, and (b) Customer retains any and all rights, title and interest in and to the Customer Data, including all copies, modifications, extensions and derivative works thereof. PD retains no right or interest in any Customer Data.

3) GRANT OF RIGHTS

Subject to the terms and conditions of this Agreement, PD hereby grants to Customer the non-exclusive, non-transferable (except as specified in Section 16.2 (Assignment)), worldwide, royalty-free right to access and use the Service during the Service Term in accordance with the terms of this Agreement and all applicable Order Form(s) and SOW (e.g., any transaction volume terms and limitations to particular Customer legal entities, business units, projects, brands, products and/or services set forth therein).

4) USE OF SERVICE

4.1 Customer Responsible for User Accounts. Customer is responsible for all activity occurring under Customer's User accounts, and must comply with all applicable laws and regulations in connection with using the Service. Customer also must (a) notify PD promptly upon becoming aware of any unauthorized use of any Customer password or account (or any other breach of security of the Service), and (b) notify PD promptly upon becoming aware of, and stop, any unauthorized copying, distribution or other misuse of any aspect of the Service. PD will promptly notify the customer of any breach or unauthorized access of the service.

4.2 Use Restrictions. During the term of this Agreement or any Order Form or SOW, Customer must not, without PD's prior written consent, cause or permit the: (a) use, copying, modification, rental, lease, sublease, sublicense, transfer or other commercial exploitation of, or other third party access to, any element of the Service, except to the extent expressly permitted by this Agreement; provided however, that Customer may allow its own customers to access the functionality or output of the Service, via interfaces, portal applications and the like, solely for Customer's internal business purposes in accordance with the applicable Order Form; (b) creation of any modifications or derivative works of the Service; (c) reverse engineering of the Service; (d) gaining of unauthorized access to the Service or its related systems or networks (for example, by impersonation of another user of the Service or provision of false identity information); (e) interference with or disruption of the integrity or performance of the Service or the data contained therein (for example, via unauthorized benchmark testing or penetration testing); (f) sending, storing or use of any Customer Data in connection with the Service for which Customer lacks sufficient ownership or other rights; (g) sending of spam or otherwise duplicative or unsolicited messages in violation of applicable law; (h) sending or storing of infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material in connection with the Service (including, without limitation, any material violative of third party privacy rights); or (i) intentionally sending or storing of any material containing any viruses, worms, trojan horses or other malicious or harmful computer code, files, scripts, agents or programs in connection with the Service. This provision includes sharing login access to PD Technology or PD supplied content contained therein.

4.3 You and Your Authorized Users will need to set up an account and maintain Internet access to use the Service. You and Your Authorized Users will need Internet access and may need to create or log into an account to use the Service and PD reserves the right to require that. You agree that you and Your Authorized Users will not share any user ID or passwords. You agree you will not allow anyone else to access your account (except as expressly allowed by these Terms) or do anything else that might jeopardize the security of your account. You will be solely responsible for arranging and paying any cost for Internet or other network access, equipment, software, services and other resources required for you to access and/or use the service, including, without limitation, Internet service provider fees, telecommunications fees, and the costs of any equipment and third-party software (including, without limitation, encryption and other security technology). PD will not be responsible for the support of your access and will not be responsible for the reliability,

security or performance of any access if documented technical requirements are not met.

5) PRIVACY, SECURITY, CONTINUITY & SUPPORT

5.1 Compliance with Privacy Laws. PD will use Customer Data in connection with the Service only as permitted by Privacy Laws and this Agreement; provided, however, that if compliance with any Privacy Laws would materially change PD's costs or risks in providing the Service (including, without limitation, by requiring that any PD data centers be located outside the U.S., or requiring PD to operate in violation of any U.S. laws), each Party will have the right to terminate this Agreement (including all Order Forms and SOW) under Sections 6.2 and 6.5 upon at least thirty (30) days prior written notice to the other Party, unless Customer and PD agree in writing within such 30-day period that PD may continue to provide the Service to Customer without complying with the Privacy Laws giving rise to such material change. In the event of a termination under this section, Customer's sole right, and PD's sole obligation, will be for PD to promptly refund to Customer on a pro rata basis any Service Edition Fees prepaid under applicable Order Forms that are unused as of the termination effective date.

5.2 Security of the Service. PD's data security program for the Service will: (a) include industry standard reasonable security measures to protect against unauthorized access to any Customer Data residing in the Service; (b) comply with PCI DSS; and (c) comply with all laws and regulations surrounding the Service. PD will not be responsible or liable for any deletion, correction, damage, destruction or loss of Customer Data that does not arise from a breach by PD of its obligations under this Agreement, except for PD's gross negligence or willful misconduct.

5.3 Financial Account Data. For customers using PD's eCommerce functions and financial services, all customer credit card data will process using the Authorize.net virtual terminal. Customer will be provided access to the Authorize.net account and can export customer data at customer's discretion. PD encourages Customer to back-up its Customer Data by exporting it regularly. PD agrees to comply with all applicable local, state and federal laws and regulations with respect to any and all credit card processing and invoicing services provided to Customer's users during the term of the Agreement in accordance with any SOW and/or Order Form.

5.4 Business Continuity & Disaster Recovery. PD will maintain and implement throughout the term of this Agreement business continuity and disaster recovery plans to help ensure availability of the Customer Data following any significant interruption or

failure of critical business processes or systems affecting the Service. PD will provide Customer with copies of its business continuity and disaster recovery plans within 30 days of Customer's written request.

5.5 Support & Service Level Agreement. PD will provide technical support for the Service in accordance with Exhibit A to this Agreement (Support and Service Level Agreement) as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

6) TERM & TERMINATION

6.1 Term of Agreement. This Agreement will begin on the Effective Date and continue in effect until all Order Forms and SOW expire or are terminated in accordance with Section 6.5.

6.2 Termination of Agreement. Neither Party will have the right to terminate this Agreement without legally valid cause (a/k/a "for convenience"). Each Party may terminate this Agreement only by terminating in accordance with Section 6.5 all Order Forms and SOW then in effect.

6.3 Effect of Expiration or Termination of Agreement. Sections 1, 2, 4.2, 6.3, 6.6, 8, 9, 10, 11.3, 12, 13, 14, 15, and 16 of this Agreement will survive any expiration or termination of this Agreement. The applicable Order Forms and SOW may identify additional terms that will survive any expiration or termination of this Agreement. Regardless of the basis for expiration or termination of this Agreement, PD will not be obligated to retain any Customer Data for longer than ninety (90) days after any such expiration or termination.

6.4 Term of Order Forms. The term of particular Order Forms will be set forth therein, starting on the Effective Date specified therein and continuing for the initial term specified therein ("**Initial Service Term**").

6.5 Termination of Order Forms or SOW. Either Party may terminate any Order Forms and/or SOW in accordance with their respective terms. If not specified in the applicable Order Form or SOW, then subject to the exclusive remedy provisions in this Agreement: either Party may terminate any Order Forms or SOW for cause upon written notice if the other Party fails to cure any material breach thereof within thirty (30) days after receiving reasonably detailed written notice from the other Party alleging the breach. In the event the software does not function as represented, Customer has the option to cancel the contract after the first year. Customer must notify PD of the intent to cancel at least thirty (30) days prior to the end of the contract term.

6.6 Effect of Termination of Order Forms or SOW.
If an Order Form or SOW is terminated in accordance with Section 6.2 or 6.5, all terms of such Order Form or SOW that reasonably should survive such termination will survive, including, without limitation, Customer's payment obligations if PD terminates for cause.
6.7 Appropriation of Funding. In the event the Hays County Commissioners Court fails to appropriate funding for this Agreement in any fiscal year, this Agreement shall automatically terminate at the beginning of such fiscal year upon notice of Customer.

7) ORDER PROCESS

Customer orders the PD Service via one or more Order Forms, and Customer may also order PD's Professional Services via one or more SOW.
7.1 Purchase Orders. If Customer requires that a purchase order ("**PO**") be issued before making payment under an Order Form or SOW, Customer must provide to PD such valid PO conforming to the applicable Order Form or SOW in time for Customer to meet its payment obligations. Any conflicting terms and conditions of any PO are superseded by the rights or obligations of the Parties outlined in this Agreement or any SOW or Order Form, regardless of any failure to object to such terms and conditions.
7.2. Modification of Fees Upon Renewal. PD reserves the right to modify the Fees for its Service under any future Order Forms, effective upon commencement of any renewal Term for the Service on the relevant Order Form(s), by notifying Customer in writing at least thirty (30) days before the end of the then-current Service Term.

8) FEES & PAYMENT
8.1 All payments and any accruals shall be in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code.

Except to the extent otherwise expressly stated in this Agreement or in an Order Form or SOW, or as provided by law:

1. All obligations to pay Fees are non-cancelable and all payments are non-refundable;
2. Customer must make all payments without setoffs, withholdings or deductions of any kind;
3. Customer must pay all Fees due under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when PD emails them to Customer's designated billing contact); and

4. All payments must be in U.S. dollars.

   Except to the extent otherwise expressly stated therein, if an applicable Order Form or SOW provides for payment via credit card or electronic money transfer (e.g., ACH), PD is permitted to process such payment on the date of PD's invoice.

   8.2 Taxes. PD's Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities in connection with any Order Forms or SOW. Customer is responsible for paying all such taxes, levies, or duties, excluding only taxes based solely on PD's income. If PD has the legal obligation to pay or collect taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer unless Customer provides PD a valid tax exemption certificate authorized by the appropriate taxing authority.

   8.3 Customer Contact Information. Customer agrees to provide PD accurate billing and other contact information for each Order Form and SOW at all times during the Service Term, including the name of Customer's applicable legal entity, and the street address, e-mail address, name and telephone number of an authorized billing contact. Customer shall update this information within thirty (30) days after any changes, via email to PD's Accounts Receivable team for billing contact information. Customer shall also maintain, at all times during the Service Term, at least one Admin who is a current employee and is authorized to administer Customer's use of the Service.

   8.4 Consequences of Non-Payment. If Customer fails to make any payments required under any Order Forms or SOW, then in addition to any other rights PD may have under this Agreement or applicable law:

1. Customer will owe PD an interest penalty of one and one-half percent (1.5%) per month on any outstanding balance under each delinquent invoice, or the maximum permitted by law (whichever is less);
2. PD will be entitled to recover its reasonable attorneys' fees, and other reasonable costs to collect such amounts; and
3. PD reserves the right to temporarily suspend Customer's access to the Service if Customer's account remains delinquent for thirty (30) days after receipt of a delinquency notice from PD (which may be provided via email to Customer's billing contact). Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension due to Customer's delinquency.

9) THIRD PARTY INTERACTIONS

To the extent use of the Service requires use of any third party products or services (e.g., Oracle Java, Adobe Acrobat, Amazon Web Services and/or a Web browser), such products and services may require Customer to agree to separate terms. Similarly, in connection with using the Service, Customer may enter into correspondence with, purchase products and/or services from, and/or participate in promotions of third parties. Any such third party activities, products and services, and any terms associated therewith, are solely between Customer and the relevant third parties. PD does not support, or endorse or make any representations or warranties regarding, any such third party products or services, and in no event will PD have any liability whatsoever in connection therewith.

10) SERVICE AND PROFESSIONAL SERVICES

If Customer wishes to purchase any training, implementation or other professional services from PD relating to the Service ("**Professional Services**"), the Parties will mutually execute one or more separate SOW containing the relevant terms and conditions. Except to the extent expressly set forth to the contrary in any applicable SOW, the following provisions will apply to all SOW:

1. As between Customer and PD, Customer will retain all ownership rights in and to all copyrightable works owned by Customer including without limitation, inventions, software, trade secrets, work product, methodologies, techniques, tools, algorithms, materials, products, ideas, designs, and know-how (including all copies, enhancements, modifications, revisions, and derivative works of any of the foregoing), that existed prior to the Effective Date of any SOW or Order Form or are acquired by Customer from a third party thereafter or developed independently and outside the scope of this Agreement (and associated intellectual property rights) ("Pre-existing Customer Intellectual Property") and any software, design, content, methodologies, techniques, processes, inventions, materials or other deliverables developed in whole or in part by PD, or otherwise provided to Customer, in connection with this Agreement or any applicable SOW or Order Form ("PD Deliverables"), other than PD Independent Intellectual Property as defined below, shall be the property of Customer. Therefore, as between PD and Customer, Customer will at all times be and remain the sole and exclusive owner of any Pre-Existing Customer Intellectual Property and PD Deliverables. Customer grants PD a non-exclusive, non-transferable, worldwide, royalty-free license solely to use such Pre-Existing Customer Intellectual Property in connection with providing the Service during the term of this Agreement or any applicable SOW or Order Form and otherwise performing its obligations under this Agreement.

2. All software and services owned and developed by PD, methodologies, techniques, software libraries, tools, algorithms, materials, products, ideas, designs, and know-how (including all copies, enhancements, modifications, revisions, and derivative works of any of the foregoing), that existed prior to the Effective Date of any SOW or Order Form or are acquired by PD from a third party thereafter or developed independently and outside the scope of this Agreement (and associated intellectual property rights) ("Pre-existing PD Intellectual Property") and any software, design, content, methodologies, techniques, processes, inventions, materials or other deliverables independently developed in whole by PD ("PD Independent Intellectual Property"), and provided to Customer, in connection with this Agreement or any applicable SOW or Order Form, other than the PD Deliverables shall be the property of PD. As between PD and Customer, PD will at all times be and remain the sole and exclusive owner of any Pre-Existing PD Intellectual Property and PD Independent Intellectual Property. ; and
3. Subject to the terms of this Agreement, PD grants Customer a non-exclusive, non-transferable, worldwide, royalty-free license to reproduce, perform, display, create derivative works of, and otherwise use internally the Pre-Existing and Independent PD Intellectual Property in connection with the Service during the Term of this Agreement. Nothing in this Agreement will prohibit, restrict or limit (i) PD from performing similar Professional Services for any third party, or (ii) Customer from hiring any third party to perform similar Professional Services (though Customer is not permitted to give any direct competitor of PD access to the Service or any Pre-Existing and Independent PD Intellectual Property without PD's prior written consent).

11) WARRANTIES & DISCLAIMERS

11.1 Mutual Warranties. Each Party represents and warrants to the other that it has the legal power and authority to enter into this Agreement, and that this Agreement has been duly authorized, executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms.

11.2 Additional PD Commitments. PD further represents and warrants that:

1. It will use commercially reasonable technical means to screen for and detect disabling devices, viruses, trojan horses, trap doors, back doors, Easter eggs, time bombs, cancelbots and other computer programming routines designed to damage, detrimentally interfere with, surreptitiously intercept or expropriate any other software or data;
2. It will make commercially reasonable efforts to notify Customer, at least thirty (30) days in advance via PD's Normal Communication Channels, of any scheduled changes PD

believes are likely to have a material, adverse impact on Customer's use of the Service ("**Material Changes**"). (As a multi-Tenant SaaS vendor, PD reserves the right to make enhancements and other changes to the Service, including occasional deprecation and removal of certain features and functionality.)

If PD breaches any warranties in this Section 11.2, Customer's exclusive remedy and PD's sole obligation will be for PD to make commercially reasonable efforts to correct the non-conformity or, if PD is unable to correct the non-conformity within sixty (60) days after receipt of Customer's written notice, for Customer to terminate the applicable Order Form(s) and receive a refund, on a pro rata basis, of any Service Edition Fees prepaid under such Order Form(s) that are unused as of the termination effective date.

11.3 Warranty Disclaimers. EXCEPT TO THE EXTENT EXPRESSLY STATED IN THIS AGREEMENT: (A) PD AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED (IN FACT OR BY OPERATION OF LAW), REGARDING THE SERVICE, PROFESSIONAL SERVICES, OR ANY MATTER WHATSOEVER; AND (B) PD AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICE OR ANY PROFESSIONAL SERVICES ARE OR WILL BE ERROR-FREE, MEET CUSTOMER'S REQUIREMENTS, OR BE TIMELY OR SECURE. PD AND ITS LICENSORS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICE AND ANY PROFESSIONAL SERVICES, AND CUSTOMER HAS NO RIGHT TO MAKE OR PASS ON TO ANY THIRD PARTY ANY REPRESENTATION OR WARRANTY BY PD.

THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET OR ELECTRONIC COMMUNICATIONS. PD IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE, LOSS OR LIABILITY RESULTING FROM SUCH PROBLEMS NOT CAUSED BY PD.

Customer agrees that ITS SUBSCRIPTION TO THE SERVICE AND FEES DUE OR PAID UNDER THIS AGREEMENT ARE neither contingent on the delivery of any future functionality or features, nor BASED on any oral or written comments regarding ANY future functionality or features.

12) INDEMNIFICATION

12.1 Each party shall defend, indemnify and hold the other party, its officers, directors, agents, affiliates and employees harmless from any loss, liability, claim, suit or expense (including, without limitation, reasonable attorney's fees and costs) on account of any third party claim arising from the indemnifying party's (i) breach of this Agreement, (ii) infringement of a third party right, (iii) negligent or willful act or omission, or (iv) violation of any law, statute, ordinance, rule or regulation throughout the world, in each case as relating to or arising from the performance of the Services and/or this Agreement.

PD will have no obligation or liability and Customer will indemnify and hold harmless PD for any third party claim under this section to the extent arising from: (i) the combination, operation or use of the Service with any product, training content, device, software or service not supplied by PD to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Customer of the Service, (iii) PD's compliance with Customer's designs, specifications, requests, or instructions in providing Professional Services to the extent the Claim is based on such compliance, (iv) Customer's content or training curriculum, or (v) arising from the Customer's use of the LMS to deliver or track training or use PD content for its organization's training or that of its customers.
THE FOREGOING ARE THE DEFENDING/INDEMNIFYING PARTY'S SOLE OBLIGATIONS, AND THE OTHER PARTY'S EXCLUSIVE REMEDIES, IN CONNECTION WITH THIS AGREEMENT WITH RESPECT TO INDEMNIFICATION AND THE MATTERS ADDRESSED IN THIS SECTION 13.

13) LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

13. 1 The PD LMS and any content contained therein including but not limited to videos, policles and training courses whether created by PD or shared by customers serve as examples of best practices and should not in any way replace, interfere, or override individual agency of companies protocol, standard operating procedure, tactics or policies. The LMS and any content is provided "as is, as available" basis without warranty of any kind, expressed, implied or statutory, and any and all warranties of merchantability, fitness for a particular purpose or non-infringement of third parties' rights are specifically disclaimed. Although PD has made best efforts to provide accurate training information on the site, PD makes no guarantee or warranty

express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no liability for errors or omissions therein.

13.2 EXCEPT FOR SUMS DUE PD UNDER APPLICABLE ORDER FORMS AND SOW, AND EXCEPT WITH RESPECT TO CUSTOMER'S OBLIGATIONS AND CUSTOMER'S LIABILITY UNDER SECTIONS 4.2 (USE RESTRICTIONS) AND 12 (INDEMNIFICATION), NEITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT WILL EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY;

13.3 EXCEPT WITH RESPECT TO CUSTOMER'S OBLIGATIONS AND CUSTOMER'S LIABILITY UNDER SECTIONS 4.2 (USE RESTRICTIONS) AND 12 (INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES OR LICENSORS BE LIABLE OR OTHERWISE OBLIGATED TO THE OTHER PARTY OR ANYONE ELSE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS PREVIOUSLY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND

13.4 THE TERMS OF THIS SECTION 13 APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT (INCLUDING, BUT NOT LIMITED TO, BREACH OF WARRANTY), TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

THE PROVISIONS OF THIS SECTION 13 ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER AND PD, AND THE FEES CHARGED FOR THE SERVICE REFLECT THIS ALLOCATION OF RISKS AND THESE LIMITATIONS OF LIABILITY.

14) CONFIDENTIALITY

14.1 Definition. As used in this Agreement, "**Confidential Information**" means information and materials provided by the disclosing Party ("**Discloser**") to the Party receiving such information or materials ("**Recipient**") that (a) are identified as confidential at the time of disclosure, or (b) a reasonable person in the relevant

industries should understand to be confidential based on the nature of the information and materials and all other relevant factors. For the avoidance of doubt, Customer's Confidential Information includes, without limitation, all Customer Data, all Customer non-public business information, and Customer's Intellectual Property, and PD's Confidential Information includes, without limitation, all pricing terms offered to Customer under any Order Form, PD's non-public business plans, all non-public aspects of the PD Technology, and the results of any evaluation of the Service performed by or on behalf of Customer for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

14.2 Purpose. Recipient must not use any of Discloser's Confidential Information for any purpose other than carrying out Recipient's obligations or exercising its rights under this Agreement (the "**Purpose**").

14.3 Permitted Disclosures and Obligations. Recipient also must not disclose to any third party any Confidential Information, other than to Recipient's Affiliates, contractors, consultants, and employees who (a) need to know such information in order to fulfill the Purpose, and (b) are bound by confidentiality obligations substantially similar to Recipient's under this Agreement (each Party is fully responsible for its respective Affiliates', contractors', consultants' and employees' compliance with this Agreement). Recipient must treat all Discloser Confidential Information with the same degree of care Recipient gives to its own Confidential Information, but not less than reasonable care. Further, neither Party may disclose publicly the existence or nature of any negotiations, discussions or consultations in progress between the Parties without the prior written consent of the other Party. Recipient and its Affiliates, contractors, consultants, and employees who receive Confidential Information hereunder must: (i) not use any such Confidential Information to compete with Discloser or in any other way except as reasonably necessary for the Purpose; (ii) not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects received from Discloser under this Agreement that embody Confidential Information; (iii) promptly notify Discloser of any unauthorized use or disclosure of its Confidential Information of which Recipient becomes aware; and (iv) reasonably assist Discloser in remedying any such unauthorized use or disclosure.

14.4 Exclusions. Recipient's obligations under Section 14 will not apply to any Discloser Confidential Information that Recipient can prove with sufficient documentary evidence: (a) is or becomes part of in the public domain through no fault of Recipient; (b) is rightfully in Recipient's possession free of any confidentiality obligation; (c) was independently developed by Recipient without use of any Discloser

Confidential Information; or (d) is communicated by Discloser to an unaffiliated third party free of any confidentiality obligation. A disclosure by Recipient of any Confidential Information (i) in response to a valid order or other legal process issued by a court or other governmental body having jurisdiction, (ii) as otherwise required by law, or (iii) necessary to establish the rights of either Party under this Agreement will not be a breach of this Agreement if, to the extent legally permitted, Recipient gives Discloser prompt notice and reasonable cooperation so Discloser may seek to prevent or limit such disclosure.

14.5 Ownership and Destruction of Confidential Information**.** As between Discloser and Recipient, all Discloser Confidential Information is the property of Discloser, and no license or other rights are granted or implied hereby. All materials provided to Recipient by Discloser, whether or not they contain or disclose Confidential Information, are Discloser's property. Promptly after any request by Discloser, Recipient will (a) destroy or return to Discloser all Confidential Information and materials in Recipient's possession or control, and (b) upon written request by Discloser, confirm such return/destruction in writing; provided, however, that the Recipient may retain electronic copies of any computer records or electronic files containing any Discloser Confidential Information that have been created pursuant to Recipient's standard, commercially reasonable archiving and backup practices, as long as Recipient continues to comply with this Agreement with respect to such electronic backup copies for so long as such Confidential Information is retained.

14.6 Export. Exchange of Confidential Information under this Agreement is subject to all applicable export laws and regulations. Except to the extent permitted by a separate agreement, the Parties will not disclose any information requiring an authorization to be exported.

14.7 Confidentiality Period. Recipient's obligations with respect to Discloser's Confidential Information under Section 14 will remain in effect for the term of this Agreement and for three (3) years after any expiration or termination of this Agreement.

15) GENERAL

15.1 Governing Law. This Agreement is governed by Texas law and any controlling United States federal law, without regard to conflicts of law provisions in any jurisdiction. Any disputes, actions, claims, or causes of action arising out of or relating to this Agreement or the Service shall be brought in the District Court of Hays County, Texas, or in the United States District Court--Western District of Texas, as appropriate. The

Service is a service, not a good, and is not subject to the Uniform Commercial Code, the Uniform Computer Information Transactions Act, or the United Nations Convention on the International Sale of Goods

15.2 Assignment. Neither Party may assign, sublicense or otherwise transfer (by operation of law or otherwise) this Agreement, or any of a Party's rights or obligations under this Agreement, to any third party without the other Party's prior written consent, which consent must not be unreasonably withheld, delayed or conditioned; provided, however, that upon written notice to the other Party, either Party may assign or otherwise transfer this Agreement, along with all associated Order Forms and SOW (and all its rights and obligations thereunder), (a) to a successor-in-interest in connection with a merger, acquisition, reorganization, a sale of most or all of its assets, or other change of control, or (b) to its Affiliate. In the event of such a permitted transfer by Customer, the rights granted under this Agreement shall continue to be subject to the same usage limitations that applied under applicable Order Forms prior to the transfer (e.g., any transaction volume terms and limitations to particular Customer legal entities, business units, projects, brands, products and/or services set forth therein). Any purported assignment or other transfer in violation of this section is void. Subject to the terms of this section, this Agreement will bind and inure to the benefit of the Parties and their respective permitted successors and transferees.

Notwithstanding anything to the contrary in this section, in the event of any permitted transfer by Customer under this section to a direct competitor of PD, PD will have the right to terminate this Agreement (including all associated Order Forms and SOW) for cause under Section 6.5. In the event of such a termination, PD will promptly refund to Customer, on a pro rata basis, all Fees prepaid by Customer under all Order Forms and SOW then in effect that are unused as of the termination effective date.

15.3 Force Majeure. If either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (other than payment obligations) due to any cause beyond its reasonable control, e.g., war, riots, labor unrest, fire, earthquake, flood, hurricane, other natural disasters and acts of God, Internet service failures or delays, and denial of service attacks (collectively, "**Force Majeure**"), the affected Party's performance will be excused for the resulting period of delay or inability to perform.

15.4 Marketing. Upon Customer's prior written consent, which may be withheld or revoked at any time in Customer's sole discretion, PD is may identify Customer as a PD customer on PD's website and marketing materials. Within thirty (30) days after

Customer goes live on the Service, (a) Customer and PD will issue a mutually agreed joint public announcement, and (b) Customer may consider serving as a reference for PD in Customer's sole discretion. Customer further agrees that "Powered by PD" or a similar PD mark may appear in invoices, quotes, hosted payment pages, hosted checkout pages, and similar outputs generated through Customer's use of the Service.

15.5 Independent Contractors. The Parties are independent contracting parties. Neither Party has, or will hold itself out as having, any right or authority to incur any obligation on behalf of the other Party. The Parties' relationship in connection with this Agreement will not be construed as a joint venture, partnership, franchise, employment, or agency relationship, or as imposing any liability upon either Party that otherwise might result from such a relationship.

15.6 Notices. All legal notices (e.g., notice of termination of this Agreement or an Order Form based on an alleged material breach) required under this Agreement must be delivered to the other Party in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by certified U.S. mail (requiring signature) to the other Party's corporate headquarters, Attention: Legal Department. With respect to all other notices, Customer may email PD's primary assigned contact and PD may email Customer's billing contact identified on the applicable Order Form(s) or SOW. Either Party may change its notice address by giving written notice to the other Party.

15.7 Anti-Corruption. Customer acknowledges it has not received or been offered any illegal or otherwise improper bribe, kickback, payment, gift or other thing of value by any PD employee, representative or agent in connection with this Agreement. Customer will use reasonable efforts to promptly notify PD if Customer becomes aware of any circumstances that are contrary to this acknowledgment.

15.9 Execution. This Agreement may be signed electronically and in counterparts, in which case each signed copy will be deemed an original as though both signatures appeared on the same document.

15.10 Entire Agreement. This Agreement, together with any applicable Order Forms and SOW (including any other terms referenced in any of those documents), comprises the entire agreement between Customer and PD regarding the subject matter of this Agreement, supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding such subject matter, and may only be modified by a document signed by authorized representatives of both Parties.

16) DEFINITIONS

As used in this Agreement:

“Affiliate” means a company, corporation, individual, partnership or other legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party to this Agreement. For purposes of this definition, “control” means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity;

“**Content**” means the audio and visual information, documentation, software, products and services contained in or made available via the Service, other than Customer Data and Customer Confidential Information;

“**Customer Data**” means any data, information or material received by the Service from Customer or Customer’s Users in the course of accessing or using the Service;

“**Intellectual Property Rights**” means rights under any copyright, patent, trademark, trade secret and other intellectual property laws worldwide;

“**Normal Communication Channels**” means the online channels through which PD normally communicates important information to its customers, e.g., PD’s online Knowledge Center and community site, and/or the email address(es) provided by Customer. (Customer must opt-into PD’s online community site to receive certain important information regarding such changes and to take other required action relating to use of the Service.);

“Privacy Laws” means all European Union member country and U.S. laws and regulations regarding data privacy and transmission of personal data that apply to PD’s provision of the Service to Customer (e.g., storing and processing Customer Data), including, without limitation, Articles 25(1) and 26(1) of EU Directive 95/46/EC of 24 October 1995; also includes the provisions of the Texas Public Information Act.

“**Service**” means PD’s online subscription service (e.g., for subscription billing management and analytics), accessible via any Web site or IP address designated by PD, which PD provides to Customer under an Order Form. “Service” also includes all components of PD’s online LMS service, and all Content and PD Technology provided by PD in connection therewith;

“**SOW**” means Statement(s) of Work, Work Authorization(s) or other contract(s) under which PD provides its Professional Services, if any;

“**User(s)**” means Customer’s customers, employees, representatives, consultants, contractors and agents who have been authorized by Customer to use the Service; and

“**PD Technology**” means all of PD’s and its licensors’ proprietary technology that PD makes available to Customer as part of or in connection with the Service (including,

without limitation, any and all software, hardware, products, processes, APIs, algorithms, user interfaces, trade secrets, know-how, techniques, designs and other tangible or intangible technical material or information).

Appendix A: Service Level Agreement

A. **Response Times**

For all support issues relating to the PD LMS, PD will make an industry standard and commercially reasonable effort to respond promptly (via PD's Normal Support Channels), in any event **within two (2) Business Days** after receipt.

B. **Uptime Commitment**

The Uptime Percentage for the Service will be ninety-nine and five-tenths percent (99.5%) (the "**Uptime Commitment**"). Subject to the exclusions described in Subsection C below, "**Uptime Percentage**" is calculated by subtracting from 100% the percentage of 1-minute periods during any yearly billing cycle (i.e., 12 calendar months) in which Customer's Production Tenant(s) is (are) Unavailable out of the total number of minutes in that quarterly billing cycle. "**Unavailable**" and "**Unavailability**" mean that, in any 1-minute period, all connection requests received by Customer's Production Tenant(s) failed to process (each a "**Failed Connection**"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (e.g. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Yearly Uptime Percentage will be measured based on the industry standard monitoring tools PD uses.

A. **Exclusions from Uptime Percentage**

Notwithstanding anything to the contrary in this exhibit, any Service Unavailability issues resulting from any of the following will be excluded from calculation of Quarterly Uptime Percentage:

- Regularly scheduled maintenance of the Service that does not exceed six (6) hours per 3-month period and is communicated by PD at least twenty-four (24) hours in advance via PD's Normal Support Channels. (PD typically schedules such regularly scheduled maintenance once per month.);
- Any failures of the PD Standard and Custom Reporting Services that does not exceed six (6) hours per 3-month period and is communicated by PD at least twenty-four (24) hours in advance via PD's Normal Support Channels.;

- Okta, or a payment gateway);salesforce.com– Any issues with a third party service to which Customer subscribes (e.g.
- Any problems not caused by PD that result from (a) computing or networking hardware, (b) other equipment or software under Customer's control, (c) the Internet, or (d) other issues with electronic communications;
- PD's suspension or termination of the Service in accordance with the Agreement and/or its associated Order Form;
- Exceeding PD's published Concurrent Request Limits;
- Software that has been subject to unauthorized modification by Customer;
- Negligent or intentional misuse of the Service by Customer; or – "Beta" or "limited availability" products, features and functions identified as such by PD. Customer may elect to use certain billable PD Professional Services to resolve issues associated with the excluded areas listed in this Exhibit A. Such Professional Services may require Customer to complete a network assessment, and/or give PD access to Customer's network, in order to diagnose the issue.

MSA Last Updated: 3/3/17

One Page Checkout

ITEMS	QTY	PRICE	TOTAL
Tyler/Automated Merchant Systems/TSYS Processor Bundle ISC TOUCH 250 COLOR, EMV, SMART CARD, CONTACTLESS SPECIFICALLY CONFIGURED FOR Tyler Technologies - INCLUDES CABLES, POWER SUPPLY, ALL FILE LOADS AND ENCRYPTION KEYS **Interface Cable:** USB Cable 2 Meter included 104-832	8	$649.00	$5,192.00

If you have registered with us before, sign in now to save time during checkout. Signing in is optional. You can check out without signing in.

Log in to your account

Billing Information

First Name: HAYS COUNTY AUDITORS OFI *

Last Name: *

Company: HAYS COUNTY

Phone: 512-393-2283 *

Shipping Information

Same as Billing

First Name: *

Last Name: *

Company:

Phone: *

Address	712 S. STAGECOACH TRL *	Address	*
Suite / Apt #	2008	Suite / Apt #	
City	SAN MARCOS *	City	*
Country	United States *	Country	United States *
State	Texas *	State	State *
Zip	78666 *	Zip	*
Email	recordsdivision@co.hays.tx.us *		

☐ Yes!, I would like to be notified of product updates.

Create New Account

Email recordsdivision@co.hays.tx.us

Password *

Shipping Method

Address Type Commercial

UPS SHIPPING OPTIONS — Display Rates

◉ Ground	$52.35
○ 2nd Day Air®	$169.49
○ Next Day Air®	$204.70

Package Insurance

◉ (+$36.34) Add Insurance - Required on orders over $200

Refresh Rates

Order Total

8 Item(s)	$5,192.00
Handling Fee	$4.95
Shipping	$88.69
Taxes	$0.00
TOTAL	$5,285.64
Balance	**$5,285.64**

Choose one payment method

○ **Online Credit Card**

◉ **NET30 TERMS PRE-ORDER - PO Required, contact us**

NET30 TERMS PRE-ORDER - PO Required, contact us

Additional Questions

To Expedite your order, Please enter PO number and reply to this email with PO attached or UPLOAD your PO on the link at the bottom of page

☐ Check Box and Click on the link at the bottom of the page for JR's W-9 Document

Comments

Please provide us with any additional information which may help complete your order.

Check out

JR'S W9 FORM

UPLOAD YOUR PO

Click PCI Logo for Certification Registration ID - Submit company name below

JR'S POS Depot, Inc

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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Clerk's Office to purchase eight (8) Credit Card Readers totaling $5,285.64 from JR's POS Depot, authorize a purchasing policy waiver and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 2020	$5,286

LINE ITEM NUMBER

101-617-10.5719_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

Requires Hays County Purchasing Policy exemption for three quote requirement.

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	BECERRA	N/A

SUMMARY

The County Clerk's Office would like to purchase 8 card readers for use in our lobby windows at the main office in San Marcos as well as the 3 substations. The County Clerk is requesting an exemption to the purchasing policy requiring three quotes due to unique website design specific to Tyler Technology clients.

Attachment: JR's Sole Source Letter

Budget Amendments:
Increase Misc. Equipment .5719_400
Decrease Contract Services .5448

Ms. Roxanne Rodriguez
Hays County Senior Deputy Clerk
712 S. Stagecoach Trail Ste 1094
San Marcos, TX 78666

August 30, 2019

Dear Roxanne:

The iSC250 is a complex device that can be used in many different configurations. The elements of those configurations are:

1. The operating system and firmware loaded is specific to BridgePay's Integration API's that are utilized by Tyler Technologies, Inc. (POS software vendor).
2. The communication protocols between the terminal and the Tyler POS software has been selected by Tyler and determines the communication method, cabling and power supply configuration as well.
3. The encryption keys for the card data security (BridgePay key) and the PIN (AMS PIN key) necessary to properly process EMV are the intellectual property of these companies. They are only available through PCI validated injection facilities.

JR's POS Depot is the only key injection facility with both the BridgePay and AMS key who sells directly to an end-user.

They have setup a unique website specifically for Tyler clients to ensure the efficient and cost-effective procurement of these devices.

Sincerely,

POS Product Manager

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Ratify a Temporary Right of Entry Agreement between Hays County and the City of San Marcos for the Hays County property located at 755 Civic Center, San Marcos, Texas.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

The City of San Marcos requested the use of the County property to stage and store equipment and materials for Utility Pole installation. This temporary right of entry agreement is for a 90 period from the time of execution which was on or about July 28, 2020.

TEMPORARY RIGHT OF ENTRY AGREEMENT
Hays County Old Civic Center Property

OWNER: Hays County
ADDRESS: 755 CIVIC CENTER DRIVE
San Marcos, Texas 78666

CITY: City of San Marcos, a Texas Municipal Corporation
630 East Hopkins Street
San Marcos, TX 78666

PROPERTY: **755 CIVIC CENTER, San Marcos, Texas 78666**
Hays County Central Appraiser District Property ID **No. R62166**
AB 17-1 CIVIC CENTER ARENA J M VERAMENDI 15.00 ACRES, San Marcos in Hays County, Texas

In consideration of $1.00 and other good and valuable consideration from the CITY to the Owner, the Owner grants a Temporary Right of Entry upon the Property to the City, upon the following terms and conditions:

1. The City, its employees and agents, **for the purpose of staging and storing equipment and materials for Utility pole installation**, may enter upon the property for a period of ***90 Days*** after the agreement is executed.

2. The City agrees only to the use of property outside the gates between the fence and the ROW, there will be no storage or use of the property inside the Cemetery gates or fence.

3. The City agrees, to the extent permitted by law, to repair or pay for any damage which may be caused to any property of GRANTOR as a result of the CITY's activities under this Temporary Right of Entry.

By signing below, I certify that I am the lawful owner of the property described above or the duly authorized representative of the owner or owners of such property with full legal authority to execute this agreement on behalf of each such owner or owners.

Executed on the 28th day of July, 2020.

OWNER or Agent:

Signature

Debbie Ingalsbe
Print Name and Title Commissioner, Pct 1

Phone # 512.393.2240

CITY OF SAN MARCOS:

Signature

THOMAS P. TAGGART
Print Name and Title

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for new Dripping Springs Elementary school located at 11091 Darden Hill Road, Austin, Texas 78737.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 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

The Dripping Springs Independent School District is proposing a new On-Site Sewage System to accommodate a new elementary school. This 150.74-acre tract of land will be served by a public water supply.
The system designer, Erin Banks, 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 4500 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 new 7-Eleven located at 12212 W US 290, Austin, Texas 78737.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 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

Brownynut, LP is proposing an OSSF to serve a new 7-Eleven convenience storet. This pizza restaurant will have up to 128 indoor and outdoor seats. This 5.079-acre tract of land consists of Lots B-1, B-2, and C in the Oak Run West subdivision and will be served by a public water supply.
The system designer, Erin Banks, 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 1000 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

Amend the Constable Pct. 2 operating budget for $341.00 for costs related to the mobile radio equipment approved in the FY20 budget process.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 2020	$341.00

LINE ITEM NUMBER

001-636-00.5715_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Constable Pct. 2 is finalizing the mobile radio equipment order that was approved during the FY20 budget process and is need of additional funds. Funds have been identified in their operating budget for the additional funds required.

Budget Amendment:
Increase Communication Equipment: .5715_400 - $341.00
Decrease Office Supplies .5211 - ($341.00)

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

Amend the appointment date of Nathan Mendenhall to Fire Marshal from August 10, 2020 to August 4, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 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
Miller	SHELL	N/A

SUMMARY

The newly appointed Fire Marshal began employment with Hays County on August 4, 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

Authorize On-Site Sewage Facility Permit for new restaurant located at 14111 Winter's Mill Parkway, Wimberley, Texas 78676.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 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	SHELL	N/A

SUMMARY

Ryan Hildebrand is proposing a new On-Site Sewage System to accommodate a new restaurant. This establishment will have no more than 70 seats and a seating area at a bar. This establishment will only operate 5 days per week. This 1.57-acre tract of land is Lot 1A in the WMT subdivision and will be served by a public water supply.
The system designer, Stan Burrier, 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 960 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 the Rosemary Hall Dormitory in the Burke Center for Youth at 20710 W FM 150, Driftwood, Texas 78619.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 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

The Burke Foundation is proposing a new On-Site Sewage System to accommodate a new dormitory. This new dormitory includes 30 bedrooms and a kitchen. This 31.02 acre tract of land will be served by a public water supply.
The system designer, Derrick Lormand, R.S., has designed a non-standard treatment system. After treatment, the effluent will be dispersed via low-pressure pipe for a maximum daily rate of 1650 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

Approve Utility Permits.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Permit #:	Road Name:	Utility Company:
TRN-2020-3724-UTL	Bunton Lane & Heindeinreich Lane(Bore)	Centerpoint Energy(Gas)

Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 8/3/2020 .

Utility Company Information:

Name: CenterPoint Energy
Address: 2730 IH35 New Braunfels TX
Phone:
Contact Name: Jenerica RObinson

Engineer / Contractor Information:

Name: Centerpoint Energy
Address:
Phone: 8306436925
Contact Name: jenerica robinson

Hays County Information:

Utility Permit Number: TRN-2020-3724-UTL
Type of Utility Service: will be boring under Bunton lane and Heindeinreich Lane to Install 8", 6" and 4" plastic gas pipeline to serve a new subdivision. All gas lines will operate under 60psig
Project Description:
Road Name(s): Bunton Lane, Heindeinreich, , , , , ,
Subdivision:
Commissioner Precinct:

What type of cut(s) will you be using ?

☒ Boring ☐ Trenching ☐ Overhead ☐ N/A

Authorization by Hays County Transportation Department

The above-mentioned permit was approved in Hays County Commissioners Court on 8/11/2020.

Tyler Pruett — Permit Coordinator — 08/05/2020

Signature | Title | Date

Home Projects Work Orders Reports Administrator Help

> Home

Add New Message

Show Control Panel

Jurisdiction: Hays County

Project Type: Transportation

Project Number: TRN-2020-3724-UTL

Project | Requirements | Additional Fees | Payments

Permit Photos

Add — Add new photo to this project

Project Details

Project Number TRN-2020-3724-UTL [AUTO GENERATED]

Status: Pending (Under Review)

Designation: Utility (ROW-Overhead)

Project Name

Project Description

Project Type: Commercial

Physical Address or Location Add Address

This address is **not** verified. Map it Address Search

Address: Bunton Lane

Unit / Apt / Suite

Place Name / City: Kyle

State: TX

Zipcode: 78640

Description

Project Date & Time

Created: 08/05/2020 10:04:28 AM

Created By: Tyler J Pendergrass

Updated: 08/05/2020 10:20:30 AM

Updated By: Tyler J Pendergrass

Project Details

Utility Permit Paid

Qty: Qty: 1

Sq. Footage

Issued Date

Additional Information

Available Project Fees

Driveway (Active Jan. 1 2020)

- Driveway Permit
- Paper Processing Fee
- Utility Permit

Form Letters

The following letter are shown for Hays County

- Fee Invoice
- Transportation Receipt
- Utility Line Approval Letter

Permit Files

Plan Review Complete

Associated Files

Plan Review

TRN-2020-3724-UTL-5119 Millcreek Preliminary Plan.pdf 5.2 M

Uploaded: 06/17/20 04:38 PM by jenerica robinson on CP
Transfered from CP on 08/05/20 10:04 AM

Show in Customer Portal

Save

Add Contact

Delete Mode: On Global Save

Owner

Contact

Business Name: Centerpoint Energy

First Name: jenerica | Last Name: robinson | Suffix: - Select -

Details

Mailing Address

Address | City | State: - Select - | Zip

Web Site

Email: jenerica.robinson@centerpointenergy.com | Notify

Cell Phone

Home Phone: (830) 643-6925

Office Phone | ext

Notes

Copy this information to the [ ] section Copy

Applicant

Contact

Business Name: Centerpoint Energy

First Name: jenerica | Last Name: robinson | Suffix: - Select -

Details

Mailing Address

Address | City | State: - Select - | Zip

Web Site

Email: jenerica.robinson@centerpointenergy.com | Notify

Cell Phone

Home Phone: (830) 643-6925

Office Phone | ext

Notes

Copy this information to the [ ] section Copy

Contractor

Contact

Business Name

TRN-2020-3724-UTL-Location Map.jpg **711.6 kb**

Uploaded: 06/17/20 04:38 PM by jenerica robinson on CP
Transfered from CP on 08/05/20 10:04 AM

Show in Customer Portal

TRN-2020-3724-UTL-ED3-201288-Default-000.pdf **491.4 kb**

Uploaded: 06/17/20 04:38 PM by jenerica robinson on CP
Transfered from CP on 08/05/20 10:04 AM

Show in Customer Portal

Manage Customer

Work Orders (refresh)

Scheduled Date View | Category Grouped View

Create 3'rd Party Inspection

Facility Design Access

Add Access

Permit Relationships

Search

Project Number | Project Name

Save

jenerica | robinson | - Select -

Details

Mailing Address

Address | City | State | Zip

- Select -

Web Site

Email | Notify

jenerica.robinson@centerpointenergy.com

Cell Phone

Home Phone (830) 643-6925

Office Phone ext

Notes

Copy this information to the section Copy

Designated Contact Go Top

Contact

Business Name

CenterPoint Energy

First Name | Last Name | Suffix

Jenerica | RObinson | - Select -

Details

Mailing Address

Address | City | State | Zip

2730 IH35 | New Braunfels | TX | 78130

Web Site

Email | Notify

Jenerica.robinson@centerpointenergy.com

Cell Phone

Home Phone

Office Phone (830) 643-6925 ext

Notes

Copy this information to the section Copy

Utility Company Go Top

Contact

Business Name

CenterPoint Energy

First Name | Last Name | Suffix

Jenerica | RObinson | - Select -

Details

Mailing Address

Address | City | State | Zip

2730 IH35 | New Braunfels | TX | 78130

Save

Web Site

Email | Notify

Jenerica.robinson@centerpointenergy.com

Cell Phone

Home Phone

Office Phone (830) 643-6925 ext

Notes

Copy this information to the section Copy

Project Information

Location Information | Utility Spec Info | Spec Information

Utility Line Information

Issued Date	8/11/2020
What is the type of line being installed?	will be boring under Bunton lane and Heindeinreich
What type of cut(s) will you be using?	☑ Boring ☐ Trenching ☐ Overhead ☐ N/A
Will you be utilizing overhead installation?	No
What is the overall length of line being installed?	10752
What is the proposed date on construction?	8/3/2020
- R.O.W. Location: County Road Name 1	Bunton Lane
County Road Name 2	Heindeinreich
County Road Name 3	
County Road Name 4	
County Road Name 5	
State Road Name 1	
State Road Name 2	
State Road Name 3	

Project Comments

Start New Thread

Type All Types

Search: Search Reset

Export to PDF

Date and Time Commented	Comment Type	Action Type	Commented By
08/05/20 10:05 AM	Private	Municipality	Tyler Pendergrass Reply

Save

Date and Time Commented	Comment Type	Action Type	Commented By

Customer Portal Application Note:
County Road Name 1: Bunton Lane
County Road Name 2: Heindeinreich
County Road Name 3 :
County Road Name 4:
County Road Name 5 :
State Road Name 1:
State Road Name 2:
State Road Name 3:
Commissioner Precinct: 1
Commissioner Name: Uhland
Located in City ETJ?: No
Project Description:
Install 8", 6" and 4" plastic gas pipeline to serve a new subdivision. All gas lines will operate under 60psig
Owner's / Applicant's Certification: I have carefully read the complete application and know all statements herein and in the attachments hereto are true and correct to the best of my knowledge.All paper applications & applications e-mailed to Hays County Transportation Department may be subject to a Paper Processing Fee. This Fee is noted on the Hays County Fee Schedule.If the proposed installation is a parallel installation, then the installation shall be located two (2) feet within the edge of the right-of-way, unless otherwise approved by Hays County.The line will be constructed and maintained on the road right-of-way as directed by the Hays County Road Department (HCRD), 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 HCRD, proof of compliance with all governing laws, rules, and regulations will be submitted to HCRD before commencement of construction.We agree to 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".We agree to ensure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during the installation.The location and description of the proposed line and appurtenances is more fully shown by (1) one complete sets of drawings attached to this application.It is expressly understood that Hays County does not purport, hereby, to grant any right, claim, title, or easement in or upon this road. 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 HCRD prior to commencement of any routine of periodic maintenance which requires pruning of trees within the road right-of-way. The County may provide specifications including but not limited to 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 the requirements as set forth herein, Hays County may take such as it deems appropriate to compel compliance.
Please Type Initials Here: jr

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Save

MILLCREEK

DRAFTING NOTES;

COMPLETE IN MICROSTATION AND PLACE POLYGON IN DE

PLEASE EMAIL THE PDF TO ME ONCE IT IS COMPLETE

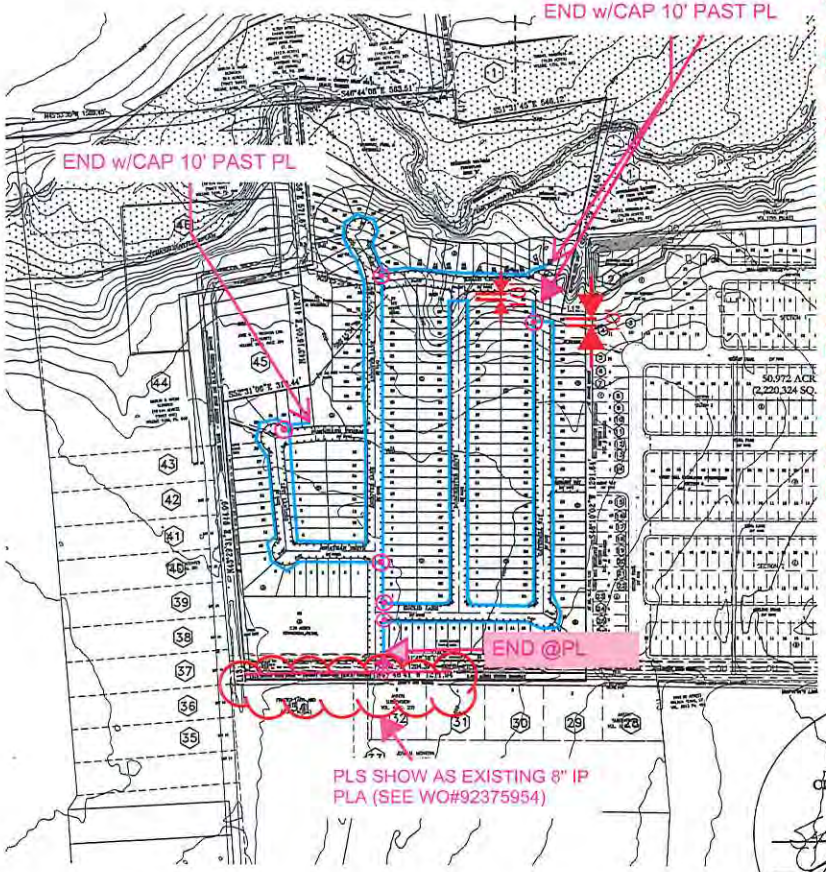
PIPE:

2" IPS SDR 11.0 PE 2406/2708
WO# 92375846

NOTES TO DRAFTER:
- PROPOSED 2" MAIN WILL BE 2' FROM ROW
- IN THE LEGEND DO NOT INCLUDE KM, LAMBERT, SZ, and SOG
- PLEASE INCLUDE ALL EXISTING FITTINGS AND VALVES NEAR TIE-IN LOCATIONS.
- PROVIDE DETAIL OF TIE-IN LOCATION (IF ALL PROP. FITTINGS ARE NOT VISIBLE)
- INCLUDE ONE WAY or TWO WAY FEEDS ON EXISTING MAIN
- PLACE ANODES FIRST THEN LOC STATION 500' APART ON PROPOSED MAINS 6" IP PLA and ABOVE
- PLACE MARKER BALLS AND ANODES AT ALL ENDPOINTS

ADJACENT OWNERS

1. R11504, R11505, R11641, R17260 — SAMUEL KIMBERLIN JR., 4100 JACKSON AVE, APT. 463, AUSTIN, TX 78731-8067
2. R164436 — KB HOME LONE STAR INC., 10800 PECAN PARK BLVD., AUSTIN, TX 78750-1249
3. R164418
4. R164417
5. R164416
6. R164415
7. R164414
8. R164413
9. R164412
10. R164411
11. R164410
12. R164409
13. R164408
14. R164407
15. R164344
16. R164343
17. R164342
18. R164341
19. R164340
20. R164339
21. R164338
22. R164337
23. R164336
24. R164335
25. R164334
26. R164333
27. R164332 — KB HOME LONE STAR INC., 10800 PECAN PARK BLVD., AUSTIN, TX 78750-1249
28. R20425 — CANDELARIA GUZMAN, 777 GRIST MILL ROAD, KYLE, TX 78640-4936?
29. R164833 — CANDELARIA GUZMAN, 777 GRIST MILL ROAD, KYLE, TX 78640-4936?
30. R164834 — CANDELARIA GUZMAN, 777 GRIST MILL ROAD, KYLE, TX 78640-4936?
31. R164835 — CANDELARIA GUZMAN, 777 GRIST MILL ROAD, KYLE, TX 78640-4936?
32. R141934 — CANDELARIA GUZMAN, 777 GRIST MILL ROAD, KYLE, TX 78640-4936?
33. R70389 — JOSE & MARIA MONTOYA, 291 GRIST MILL ROAD, KYLE, TX 78640
34. R70387 — FRAZIER LAND & CATTLE CO., C/O JOSE VASQUEZ JR. & SR., 1410 HEIDENREICH LANE, KYLE, TX 78640
35. R98551 — ELIJAH CASILLAS, 190 MESA SIERRA LANE, DRIFTWOOD, TX 78619-9218
36. R98552 — MARIA MARIN & ANGEL M. CABRERA, 100 HEIDENREICH LANE, KYLE, TX 78640-4920
37. R98553 — CITY OF UHLAND, 15 N. OLD SPANISH TRAIL, UHLAND, TEXAS 78640
38. R98554 — MARCELA RUIZ-HUTSON, 96 HEIDENREICH LANE, KYLE, TX 78640-5131
39. R98555 — ADRIAN & JANET MUZQUIZ, 94 HEIDENREICH LANE, KYLE, TX 78640
40. R98556 — 120771, DAVID A. GARCIA & LUCILA M. SUAREZ, 1451 HEIDENREICH LANE, KYLE, TX 78640
41. R98557 — FERMIN & BERNARDITA VASQUEZ, 1210 W. OLTORF STREET, AUSTIN, TX 78704
42. R98558 — MATTHEW HODGE, 1463 HEIDENREICH LANE, UHLAND, TX 78640
43. R98559 — RAUL GALVAN & ALMA ESTHER, 1473 HEIDENREICH LANE, KYLE, TX 78640
44. R17271 — MARLIN & NAOMI SCHROCK, 1501 HEIDENREICH LANE, KYLE, TX 78640-4903
45. R17269 — JOSE G. & ROSALBA LIRA, 1600 HEIDENREICH LANE, KYLE, TX 78640
46. R17270, R17272 — MARLIN & NAOMI SCHROCK, 1501 HEIDENREICH LANE, KYLE, TX 78640-4903
47. R11460 — MARY ANNA FRANKE, 706 HONEYSUCKLE, COLLEGE STATION, TX 77845



LOCATION MAP
SCALE: 1" = 10,000'

ROAD MILLCREEK, LLC.
OHWAY 71 BLDG. A
, TEXAS 78602
(949) 680-5494
COTT MILLER AND
ILPIN

R AND SURVEYOR:
, BRIGANCE & DOERING, INC.
LIAM CANNON DRIVE
TEXAS 78749
512 280-5160
2) 280-5165

AL DATE: JUNE 26, 2019

ACRES

NEAR FOOTAGE OF STREETS: 6,203 LF

OF LOTS: 216
BLOCKS: 5
SINGLE FAMILY LOTS: 213
DRAINAGE, PARKLAND, & GREENBELT LOTS: 1
COMMERCIAL LOTS: 1
LANDSCAPE/SW.E. LOTS: 1

LINEAR FOOTAGE OF RIGHT-OF-WAY

EUCLID LANE	(LOCAL STREET)	52' R.O.W.	600'	0.716 AC.
JONATHAN DRIVE	(LOCAL STREET)	52' R.O.W.	316'	0.377 AC.
LEVI LANDING	(LOCAL STREET)	52' R.O.W.	402'	0.480 AC.
MILLER TERRACE	(LOCAL STREET)	52' R.O.W.	357'	0.426 AC.
ANDOVER LANE	(LOCAL STREET)	52' R.O.W.	1,584'	1.891 AC.
DORCHESTER DRIVE	(LOCAL STREET)	52' R.O.W.	1,174'	1.401 AC.
GATESMILL WAY	(LOCAL STREET)	52' R.O.W.	1,168'	1.392 AC.
KRAUS CROSSING	(LOCAL STREET)	52' R.O.W.	604'	0.721 AC.
GERHARDT WAY	(LOCAL STREET)	52' R.O.W.	150'	0.179 AC.
TOTALS			6,353'	7.583 AC.

APPROVED
CITY of UHLAND TEXAS
CITY COUNCIL
9.19.2019
Date
Karen Gallaher
City Administrator

3. THE ROADWAYS AND DRAINAGE INFRASTRUCTURE SERVING THIS SUBDIVISION WILL BE DEDICATED TO AND MAINTAINED BY THE CITY OF UHLAND.
4. EACH RESIDENTIAL LOT SHALL BE CONNECTED TO THE COUNTY LINE SPECIAL UTILITY DISTRICT WATER AND WASTEWATER SYSTEM AND TO PEDERNALES ELECTRIC CO-OP (PEC) ELECTRIC SYSTEM.
5. ALL UTILITIES WILL BE UNDERGROUND.
6. ALL NON-RESIDENTIAL LOTS (EXCLUDING THE COMMERCIAL LOT) TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
7. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITION OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THE SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED COUNTY ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE COUNTY ROAD AND BRIDGE DEPARTMENT.

SURVEY: ALBERT PACE SURVEY ABSTRACT 357, HAYS COUNTY TEXAS

F.E.M.A. MAP NO. 48209C0405F
HAYS COUNTY, TEXAS
DATED SEPTEMBER 2, 2005
LEGAL DESCRIPTION:
52.459 ACRES, SITUATED IN THE ALBERT PACE SURVEY, ABSTRACT 367, SITUATED IN HAYS COUNTY TEXAS, BEING A PORTION OF A CALLED 54 ACRE TRACT OF LAND CONVEYED TO WALTER SCHEMELTIKOPF, AS RECORDED IN VOLUME 219, PAGE 285 DEED RECORDS OF HAYS COUNTY, TEXAS.

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT MEETS ALL APPLICABLE CITY OF UHLAND CODES AND ORDINANCES TO THE BEST OF MY KNOWLEDGE.

CHARLES R. BRIGANCE JR. 84346 LICENSED PROFESSIONAL ENGINEER — CARLSON, BRIGANCE & DOERING, INC.

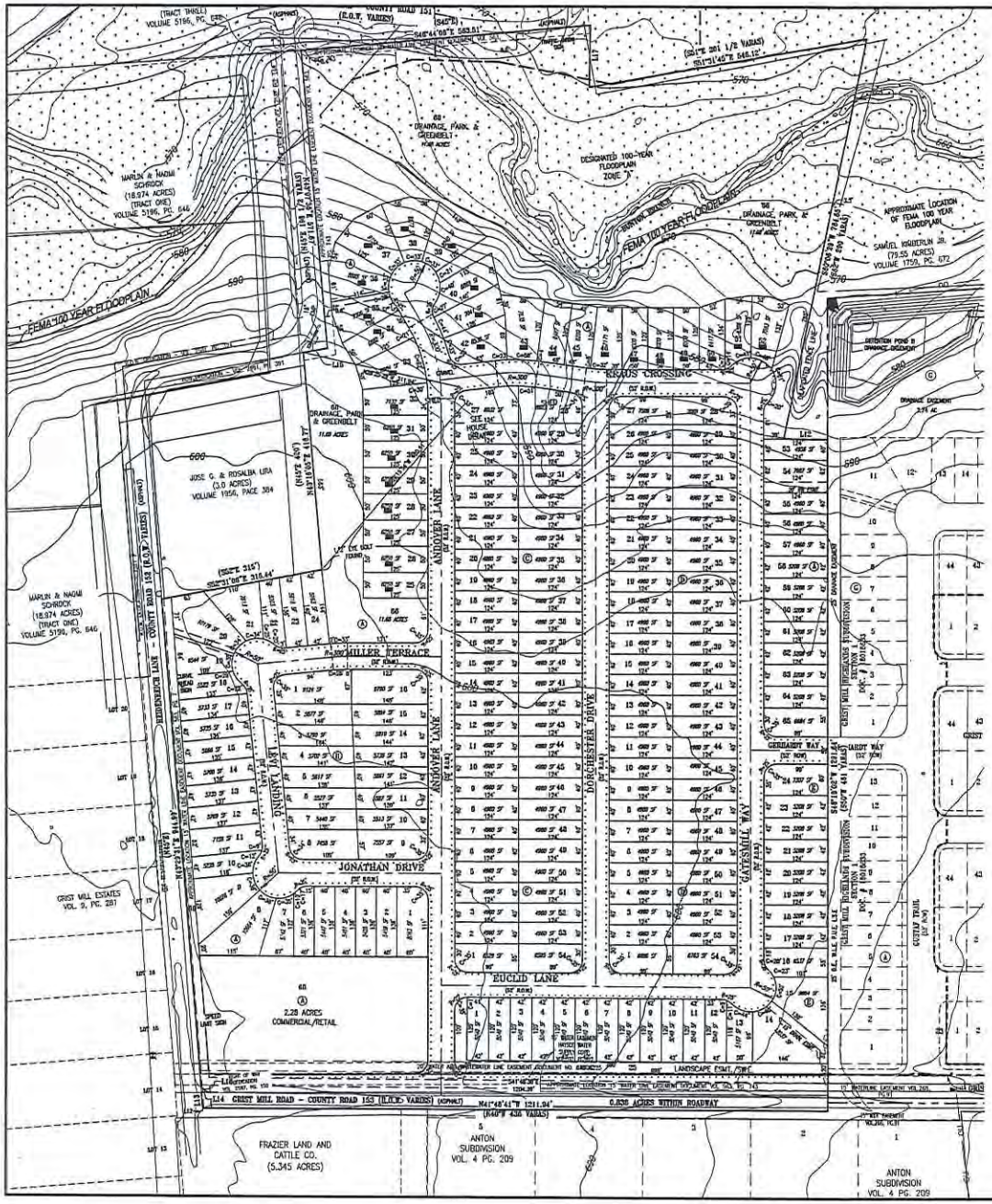
8/27/19
REGISTERED PROFESSIONAL ENGINEER — DATE:

RANCH ROAD DEVELOPMENT

THE CITY COUNCIL OF UHLAND, TEXAS ON THE _____ DAY OF _____ VOTED AFFIRMATIVELY TO RECOMMEND CONDITIONAL APPROVAL OF THIS PRELIMINARY PLAT, SUBJECT TO CONDITIONS ENUMERATED IN MINUTES OF THIS DATE.

Carlson, Brigance & Doering, Inc.
5501 W. William Cannon Drive, Austin, Texas 78749
Phone No. (512) 280-5160 Fax No. (512) 280-5165

PRELIMINARY PLAN 200 SCALE
DATE: JUNE 2019
DRAFTED BY: JSL
DESIGNED BY: CRB
SHEET:
MILLCREEK PRELIMINARY PLAN
PRELIMINARY PLAN
JOB NAME / PROJECT
JOB NUMBER 5119
SHEET 1 OF 2



SCALE: 1" = 100'

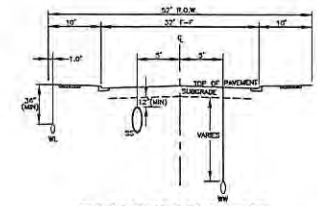
0 50 100 200

SCALE: 1" = 100'

LEGEND

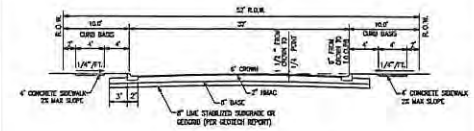
17	LOT NUMBER
Ⓐ	BLOCK NUMBER
①	ADJACENT PROPERTY OWNER (SEE LIST THIS SHEET)
	PROPERTY LINE
	EASEMENT LINE
	FEMA 100 YEAR FLOODPLAIN
	DEVELOPED 100 YEAR FLOODPLAIN
	SIDEWALK LOCATION
	PHASE LINE
□	CONCRETE MONUMENT SET
●	IRON PIPE FOUND
•	IRON ROD FOUND
○	IRON ROD SET
W.L.E.	WATER LINE EASEMENT
W.W.E.	WASTEWATER EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
E.I.E.	ELECTRIC EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
L.S.E.	LANDSCAPE & SIGN EASEMENT
D.E.	DRAINAGE EASEMENT
A.E.	ACCESS EASEMENT
SW.E.	SIDEWALK EASEMENT
▬	DENOTES 50' WIDE LOTS

Line Table		
Line #	Length	Direction
L12	85.51	S41°27'36"E
L13	30.10	N43°29'31"E
L14	10.00	S41°04'31"E
L15	47.35	S32°15'08"E
L16	10.10	N43°38'20"E
L17	116.48	S49°10'12"W
L18	14.70	N00°46'56"E



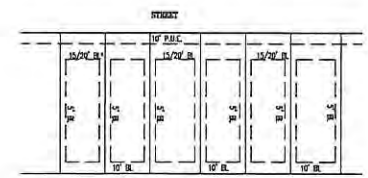
TYPICAL UTILITY ASSIGNMENTS

NTS



TYPICAL STREET SECTION

N.T.S.



LOT EASEMENT AND SETBACK STANDARD DETAIL

N.T.S.

*NOTE: PER THE PD, THERE IS A 15' FRONT BL TO THE HOUSE AND 20' BL TO THE GARAGE

8/27/19

CHARLES R. BRIGANCE JR. 64348 LICENSED PROFESSIONAL ENGINEER

CARLSON, BRIGANCE & DOERING, INC.

Carlson, Brigance & Doering, Inc.

PRELIMINARY PLAN 100 SCALE

DATE JUNE 2019

DRAFTED BY: JSL

DESIGNED BY: CRB

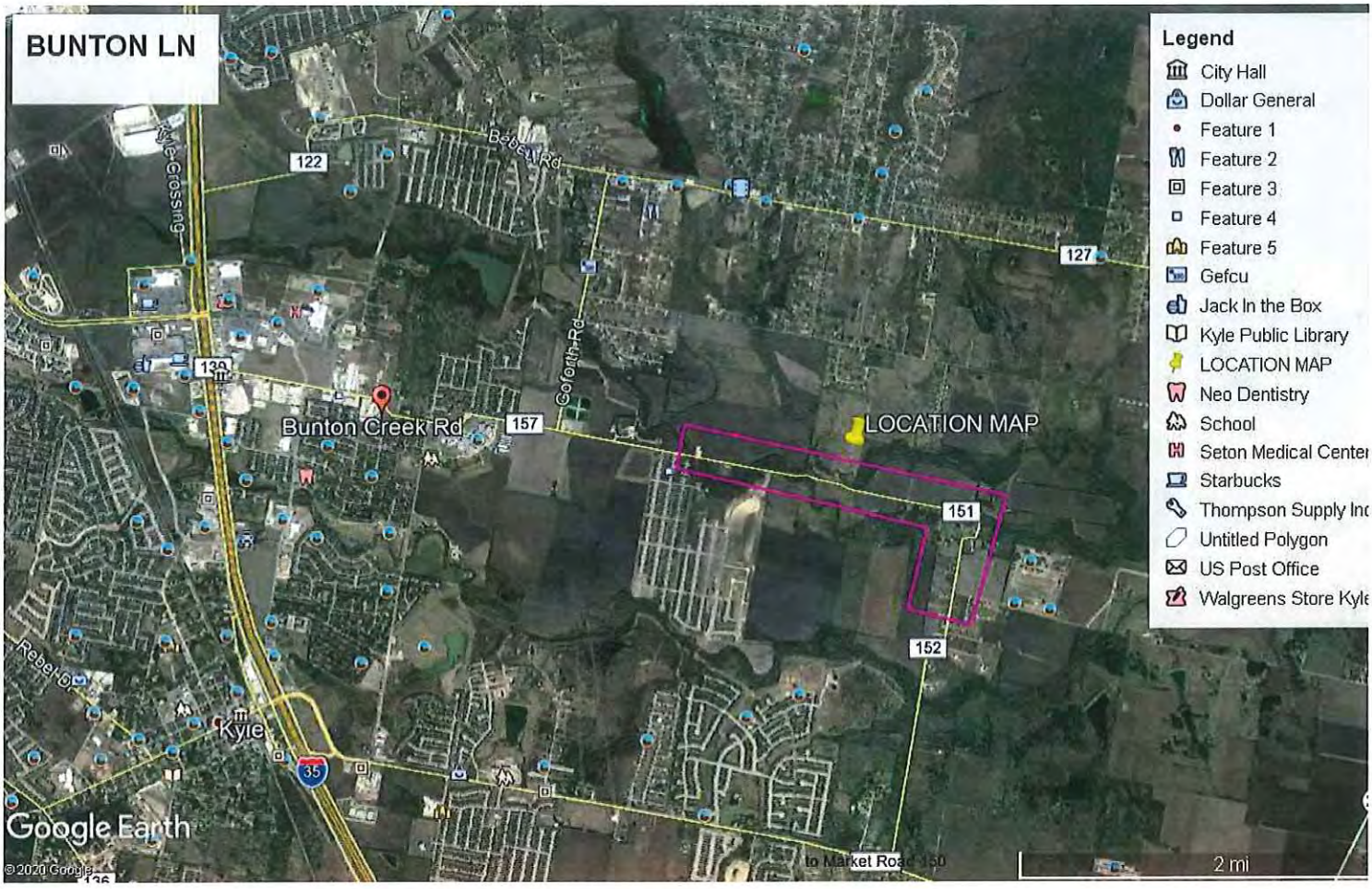
SHEET

JOB NAME MILLCREEK PRELIMINARY PLAN

PROJECT PRELIMINARY PLAN

JOB NUMBER 5119

SHEET 2 OF 2


BUNTON LN
Legend
City Hall
Dollar General
Feature 1
Feature 2
Feature 3
Feature 4
Feature 5
Gefcu
Jack In the Box
Kyle Public Library
LOCATION MAP
Neo Dentistry
School
Seton Medical Center
Starbucks
Thompson Supply Inc
Untitled Polygon
US Post Office
Walgreens Store Kyle
122
Bebee Rd
127
Kyle Crossing
139
Bunton Creek Rd
157
Goforth Rd
LOCATION MAP
151
152
Rebel Dr
Kyle
35
Google Earth
© 2020 Google
to Market Road 150
2 mi

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 official bond of the newly appointed Fire Marshal, Nathan Paul Mendenhall.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 2020	

LINE ITEM NUMBER

001-656-00-5302 Membership Fees and Bonds

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mike Jones	SHELL	N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize payment to Electrotechnics Corporation (Eltec) for $1,960.83 related to replacing a damaged school zone flasher post for Science Hall Elementary School stemming from an auto accident that occurred on Dacy Lane in which no purchase order was issued as required per County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 2020	$1,960.83

LINE ITEM NUMBER

020-710-00.5719_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Transportation Department ordered one school zone flasher post system to replace a damaged post on Dacy Lane after an auto accident near Science Hall Elementary School. Eltec erroneously used the same PO for this purchase as they did a previous replacement purchase from damage caused by another auto accident that occurred on Bebee Rd. As a result, the department did not request a new PO for the second order.

Attachment: Eltec Invoice #0070386-IN

Invoice

ELECTROTECHNICS CORPORATION
1310 COMMERCE STREET
MARSHALL, TX 75672
9039381901

Invoice Number: 0070386-IN
Invoice Date: 5/18/2020

Order Number: 0052459
Order Date 4/21/2020
Salesperson: 0001
Customer Number: 0339111

COPY

Sold To:
HAYS COUNTY
AUDITOR
712 SOUTH STAGECOACH TRAIL
STE. 1071
SAN MARCOS, TX 78666

Ship To:
HAYS COUNTY
2171 YARRINGTON RD.
SAN MARCOS, TX 78666

Confirm To:

Customer P.O.	Ship VIA	F.O.B.	Terms
2020-00000365			NET 30

Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amount
861535	EACH	1.00	1.00	0.00	315.0000	315.00
TC-18 TIME CLOCK W HARNESS (86		Whse: 000				
S893360	EACH	1.00	1.00	0.00	876.0000	876.00
SLIMLINE 55 CABINET/ BACK PANE		Whse: 000				
PKSIG12APY001	EACH	2.00	2.00	0.00	216.0000	432.00
KIT, SIGNAL HEAD 12" AMBER LED		Whse: 000				
864349	EACH	2.00	2.00	0.00	85.0000	170.00
LED LENS, 12" AMBER 12V 5W DUR		Whse: 000				
864510	EACH	1.00	1.00	0.00	98.0000	98.00
BATTERY, AGM, 35 Ampere hour U		Whse: 000				

REF: BUYBOARD #534-17; DACY LANE- SCIENCE HALL ELEMENTARY SCHOOL

Net Invoice:	1,891.00
Less Discount:	0.00
Freight:	69.83
Sales Tax:	0.00
Invoice Total:	1,960.83

All returns must have a printed copy of the Return Material Authorization (RMA) with them. Please contact ELTEC for a RMA number 1-800-227-1734

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve and confirm the appointments of Porter King Fearey Dewar as Deputy Constable and Timothy Walker as Reserve Deputy Constable in the Hays County Constable Precinct 1 Office, effective date August 11, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Constable David Peterson	INGALSBE	N/A

SUMMARY

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

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE.
(a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.
(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.
(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.
(d) A person commits an offense if the person:
(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or
(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.
(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000

Please refer to the attached bios.

TIMOTHY WALKER

BIO – TIMOTHY WALKER WAS BORN IN AUSTIN, TEXAS. He GRADUATED FROM DEL VALLE HIGH SCHOOL. HE PLAYED FOOTBALL AND EARNED A SCHOLARSHIP TO ANGELO STATE UNIVERSITY. MR. WALKER LOVES SPENDING TIME WITH HIS CHILDREN, FAMILY AND FRIENDS.

EDUCATION- MR. WALKER HAS A MASTER'S DEGREE FROM TEXAS STATE UNIVERSITY, AND A BACHELOR'S DEGREE FROM ANGELO STATE UNIVERSITY, HE ALSO HAS AN ASSOCIATE OF APPLIED SCIENCE FROM AUSTIN COMMUNITY COLLEGE IN CRIMINAL JUSTICE. IN 1995 HE RECEIVED HIS MASTER PEACE OFFICER CERTIFICATION.

MR. WALKER IS CURRENTLY EMPLOYED WITH SAN MARCOS HIGH SCHOOL AS A TEACHER IN CRIMINAL JUSTICE.

PORTER DEWAR –

BIO – PORTER DEWAR WAS BORN IN TUCSON, ARIZONA. PORTER SPEND MOST OF HIS LIFE TRAVELING AND LEARNING DIFFERENT CULTURES. HE IS MARRIED AND HAS TWO BOYS.

EDUCATION – ATTENDED THE SAN ANTONIO LAW ENFORCEMENT ACADEMY. HE GRADUATED FROM THE POLICE ACADEMY IN 2015. HE HAS HIS ITERMEDIATE PEACE OFFICERS LICENSE. PORTER IS FLUENT IN TWO LANGUAGES HE SPEAKS FRENCH AND SPANISH.

PORTER COMES FROM TEXAS STATE UNIVERSITY POLICE WITH OVER 8 YEARS OF EXPERIENCE. WE WELCOME PORTER TO PRECINCT ONE CONSTABLES OFFICE.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute an Amendment to the County's Agreement with Tyler Technologies, Inc. for purposes of text message and email reminder notifications related to court appearances, diversion appearances, warrants, and payment compliance and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 2020	$22,370

LINE ITEM NUMBER

001-680-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

Funds area available for the software maintenance and the software program buildout in the IT operating budget.

Budget Amendment:
Decrease IT Continuing Education .5551 - ($7,370)
Increase IT Software_Capital .5718_700 - $7,370 - software buildout

Sourcewell Contract #110515-TTI

Attachment: Tyler Technology Contract Amendment

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. a Delaware corporation ("Tyler") and Hays County, Texas ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated July 18, 2005 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:

    a. Odyssey Notifications. The first day of the first month following the Amendment Effective Date, Client shall be invoiced the annual Year One fees indicated in the Investment Summary, Exhibit 1, on a prorated basis for the time period commencing August 11, 2020 through September 30, 2020. Year One shall commence on October 1, 2020 and end on September 30, 2021. The annual Year One fees indicated in the Investment Summary, Exhibit 1 shall be fully invoiced on October 1, 2020. Annual fees following Year 1, and annually thereafter, will be adjusted in accordance with the text message volume based on the table provided in Exhibit 1. Subsequent fees shall be invoiced annually in advance of the anniversary of the Year One invoice date.

    b. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.

2. Twilio Acceptable Use Policy. Certain functionality in your Tyler Software, including the SMS Functionality described above, is provided in part by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to utilize said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup. By your signature below, you certify that you have reviewed and understand said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	Hays County, Texas
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Exhibit 1
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Exhibit 1

SOFTWARE PRODUCTS –	LICENSE FEE
Odyssey Notifications (includes eNotices) *up to 50,000 texts annually*	$15,000
	TOTAL LICENSE FEE $15,000

PROFESSIONAL SERVICES	HOURS	RATE/HR.	T&M AMOUNT
Project Management	2	185.00	$370
Setup, Configuration & Consulting	40	175.00	$7,000
		TOTAL T&M SERVICES	$7,370

TOTAL LIC & SERVICES
$22,370

Odyssey Notifications Pricing Matrix

Tier	Annual Text Notifications	Annual Use Fee
1	Up to 10,000	$5,000
2	10,001 to 25,000	$10,000
3	25,001 to 50,000	$15,000
4	50,001 to 100,000	$25,000
5	100,001 to 300,000	$45,000
6	300,001 to 500,000	$50,000
7	500,001 to 1,000,000	$70,000
8	1,000,001 to 1,500,000	$90,000
9	1,500,001 to 2,000,000	$120,000
10	2,000,001 to 2,500,000	$125,000

odyssey®
a tyler courts & justice solution

Odyssey Text Messaging

BRIEF DESCRIPTION: For attorneys and parties who opt-in to receive text messages, Odyssey® will send messages notifying when a hearing is scheduled, rescheduled, or canceled, reminding parties of hearing dates and payment notifications/reminders. A job with detailed filtering will provide the court with the ability to target only the locations, cases, and parties they want to receive reminder messages. The process can be scheduled to run automatically on a recurring basis. Minimal time is required for initial configuration.

KEY BENEFITS TO CLIENT:

- Reduces the failure-to-appear (FTA) rate for parties scheduled to appear in court
- Decreases costs associated with processing FTAs
- Increases awareness of court dates and hearing status for parties scheduled to appear
- Alerts parties of financial obligations through notifications and reminders
- Provides an automated process, so no additional staff time is required

FEATURES/DETAILED DESCRIPTION: In today's world, citizens expect to interact with the court as easily and conveniently as they do with a bank, airline, or their favorite coffee shop. Courts have the opportunity to take advantage of technology to create an efficient, streamlined experience to improve compliance from parties scheduled to appear in court. Instead of sending paper notices far in advance of the actual hearing date, which can result in more costly FTAs and lost time/resources, courts can use best-in-class texting services to communicate with parties scheduled for a hearing.

New text messaging functionality allows courts to set up multiple automated messages. Extensive filtering criteria allows the selection of location, calendar, session, case category, case type, hearing type, and extended party connection, so messages can be sent broadly or to a targeted group. In addition to hearing reminders, courts can set up automated messages to send parties initial notification of when a hearing is scheduled and updates on whether a hearing has been rescheduled or canceled. Courts can also set up financial notifications and reminders for payment dates, missed payments, or pending collection actions.

If any of the reminders, notifications, or messages described above are sent to a number that is on file but hadn't been sent the opt-in invitation message, the system will automatically send the message along with a text to notify the party to simply respond "YES" to opt-in to receive messages. When they reply "YES," they'll be opted in and will get the reminders and messages as scheduled. If they do not respond, they will receive no further notifications.

PRODUCT CENTER: Odyssey Case Manager™

FUTURE FUNCTIONALITY: In the future, text messaging will be linked with Odyssey Attorney Manager™, so whenever calendar reminders occur, automated messages will be sent regarding hearing details to the parties who have opted-in.

CJ-ODY-TEXT-FO-10659-0319

tyler technologies

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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute a Work Order and Fire Alarm System Agreement with Security One, Inc. for Fire Alarm Monitoring Services for the Public Safety Building.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 2020	$285 Installation $39.95 Monthly Service

LINE ITEM NUMBER

001-618-00.5480_020

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Public Safety Bond Executive Committee and Project Management Team have reviewed Work Order and Service Agreement and are ready to move forward with the proposals. The work order is needed to connect the new fire panel for 24-hour monitoring of the Public Safety Building. Once installed, Security One will provide monitoring services billed on a monthly basis. The cost will be budgeted in the Sheriff's Operating utility budget.

Attachment: Security One, Inc. Work Order
Security One, Inc. Fire Alarm System Agreement

Security One, Inc
716 W. Byrd Blvd
Universal City, TX 78148
210-341-8900

WORK ORDER

NAME Hays County Public Saftey Building PHONE _____

ADDRESS 810 S. Stagecoach Trail

CITY San Marcos TEXAS 78666

BILLING # _____ CSID # _____ ☑ Tax Exempt

DATE 7/29/2020 ☑ Chargeable ☐ Non-Chargeable

This proposal is valid for 60 days from above date

DESCRIPTION OF WORK

Scope of work:

Connect new fire alarm panel for 24hour monitoring. Panel is an Edwards EST 3 version.

QTY	MATERIAL	UNIT PRICE	EXTENDED
3	Labor	$95.00	$285.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
I am aware that there are details on the reverse side. I also acknowledge that unless I select a backup form of communication (such as a GSM) a phone line is required for this system at all times. I accept this proposal as written above. List exceptions, if any:		**Total Materials**	$285.00
		Tax	
		TOTAL	$285.00

Customer Acceptance

Security One, Inc.

This company is licensed and regulated by the TEXAS DEPARTMENT OF PUBLIC SAFETY PRIVATE SECURITY BUREAU.
Any complaints may be addressed to that agency at PO Box 4087 Austin, TX 78773-0001

1. INSTALLATION: 1.1 The customer agrees to have the system installed by The Company. **1.2** The Company agrees to furnish all the material and labor necessary for the installation.
2. PRICE, PAYMENT, AND OWNERSHIP: 2.1 The Customer agrees to pay The Company for The System listed on the reverse side of this agreement. **2.2** Payment is due when system is made operable and is delinquent if not paid within thirty (30) days. **2.3** All equipment is leased to The Customer unless otherwise noted on the front of this document. **2.4** All purchased equipment remains the property of The Company until paid in full.
3. LIABILITY OF COMPANY: The Company does not represent or warranty that The System may not be compromised circumvented; or that The System will prevent any loss by burglary, hold-up, fire, or otherwise; or that The System will in all cases provide the protection for which it is installed or intended. Customer acknowledges and agrees; that The Company is not an insurer; that The Customer assumes all risk of loss or damage to The Customer's premises or to the contents thereof and The Customer has read and understand all this agreement.
4. WARRANTY: The Company hereby warrants that all the material installed will be as specified. Parts have a warranty of one (1) year. Labor has a warranty of ninety (90) days. Service outside of the above parameters is chargeable service, unless noted on the lease or service agreement.
5. DISCLAIMER OF WARRANTIES: Except as set forth above, The Company makes no express or implied warranties as to the matter whatsoever, including without limitation, the condition of the equipment, its merchantability, or its fitness for any particular use.
6. ACCEPTANCE OF INSTALLATION: Any error or omission in the construction or installation of The System must be called to the attention of The Company in writing within five (5) days after the date that The System is made operable. Otherwise the installation shall be deemed totally satisfactory to The Customer and accepted by The Customer.
7. COMPANY'S RIGHT TO FILE MECHANIC'S LIEN: The Company has the right to file a mechanic's lien on the property where The System is installed or service is rendered if fees are not paid.
8. INDEMNIFICATION: The Customer agrees to indemnify and hold harmless The Company, its successors and assigns, from any loss, cost or expense on account of any claim for damages by any person not a party to this agreement including The Customer's insurance company.
9. SELLER IS NOT AN INSURER: It is understood and agreed that The Company is not an insurer; that instance, if any, shall be obtained by The Customer.
10. GENERAL PROVISIONS:
Attorney's Fees: Limitation of Actions. In the event, it shall become necessary for The Company to institute or defend legal proceedings to enforce its rights under this agreement, The Customer shall pay to The Company reasonable attorney fees. In the event that The Company shall refer this agreement to an attorney for collection, The Customer shall pay to The Company reasonable attorney's fees, even if a lawsuit has not been filed. Both parties agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence, or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore.
Invalid Provisions. In the event, any of the terms or provisions of this agreement shall be declared to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.
Customer's Purchase Order. Customer acknowledges that if there is any conflict between this agreement and The Customer's purchase order or any other document, whether prior or subsequent to this agreement, this agreement will govern unless approved in writing by an authorized officer of The Company.
Agreement Suspended on Catastrophe. This agreement may be suspended or canceled, without notice at the option of The Company, if The Company's or The Customer's premises or The System are destroyed by fire or other catastrophe, or so substantially damages that it is impractical to continue service, or in the event The Company is unable to render service as a result of any governmental authority.
Entire Agreement: Modification. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understanding or agreement of the parties, and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified by a written agreement signed by the parties or their duly authorized agents. No waiver or a breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach.
Notice. All notices to be given there under shall be in writing and may be served, either personally or by certified mail, return receipt requested, to the address contained herein.
Credit Inquiry. The Customer, by signing this agreement, hereby authorizes The Company to perform a credit investigation, including inquiry into The Customer's consumer credit files with various credit reporting agencies.
Gender; Number. Whenever the context requires in this agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall be deemed to include the others.
Conditions and Covenants. Each and all of the provisions of this agreement are conditions to be faithfully and fully performed.
Section Headlines. The section titles used herein are for the convenience of the parties only and shall not be considered in construction the provision of this Agreement.
Jurisdiction and Venue. This agreement shall be constructed in accordance with laws of the State of Texas. Venue for any action brought to enforce any provision of this agreement may only be had in Bexar County, Texas.
The Company Operating License. The Company operates under the two following registration numbers:
(a) Security License No B-03192 issued by the Texas Department of Public Safety Private Security Bureau. P.O. Box 4087, Austin, TX. 78773-0001. Phone (512) 424-7293, and **(b)** Fire Alarm License No. ARC1165 issued by the State Fire Marshall's Office, Mail Code 112-FM, P.O. Box 149221, Austin, TX 78714-9221. Phone (512) 676-6800.

SECURITY ONE INC.
716 W. Byrd Blvd
Universal City, Texas 78148
(210) 341-8900

License B3192 & ARCI165

FIRE ALARM SYSTEM AGREEMENT

This agreement is made between, Hays County Public Safety Bldg. 810 S. Stagecoach Trail

hereafter called The Customer, and **SECURITY ONE INC.**, hereafter called The Company, on 7/29/2020

Schedule of Selected Services	Security One	Customer
System Installation (See 1A and Proposal)	X	X
Fire System Monitoring (See 2A)	X	X
Fire System Repair (See 2B)	X	X
Required Smoke Det. Sensitivity Testing (See 2B)	X	X
Required Fire System Inspections (See 2B)	X	X

1. MONTHLY FEE, GOVERNMENT ASSESSMENTS

(A) The sum of $285.00, shall be paid 50% down and 50% upon completion and activation of system for the services selected on the Installation of System addendum.

(B) The Customer agrees to pay a monthly fee of $39.95/month plus tax, which shall be on the day that The System is activated. All subsequent monthly fees shall be payable on the first day of the month. Payment received after the 15th day of the month shall be assessed a late fee of $5.00 a month. The monthly fee is for the services provided only.

(C) The Customer further agrees to pay any permit fee, false alarm fee, and/or taxes assessed by any governmental body.

2. SERVICES SELECTED:
(A) FIRE ALARM MONITORING
Monitoring services consist of the receipt, analysis and response of systems monitored under this agreement. The Company will make every reasonable attempt to verify the alarm signal and notify the proper authorities upon the receipt of a signal.

(B) FIRE SYSTEM REPAIRS, REQUIRED FIRE SYSTEM INSPECTIONS, SMOKE DETECTOR SENSITIVITY TESTING
The Company, will perform the above listed services at the current prevailing rate:

The current prevailing rate is $95.00 per hour _____(Initial)

☐ Customer has chosen to include inspections in their monthly fee, see the attached addendum.

Repairs, Inspections, and Sensitivity Testing performed M-F between 8 a.m. and 5 p.m. excluding holidays. All services requested by the customer outside of these hours will be billed at 1.5 times the hourly rate with a minimum 2-hour charge. Fire System Repairs are on a Time and Materials basis.

A trip charge of $2.62 per mile will be assessed on all sites located more than 50 miles from the Alamo as determined by Google maps.

Rates are subject to change at any time and without notice. _____(Initial)

3. TERM OF AGREEMENT, RIGHT TO CALL ALL FEES DUE
(A) This agreement shall remain in full force and effect for 36 months from the date of this agreement. It shall continue from year to year thereafter unless either party gives written notice to the other of their intent to discontinue service. The notice, if given, shall be in writing, and sent to the address shown on the proposal form and shall be given thirty days in advance. The Customer may cancel this agreement at any time after the 36-month term has ended by giving a thirty (30) day notice in writing. The company shall be permitted from time to time to increase the monthly fee by an amount not to exceed ten percent per year. The monthly fee shall not increase during the initial term of the agreement.

(B) In the event that Customer's payments are delinquent by sixty (60) or more days, The Company has the right to call all remaining payments pursuant to this monitoring agreement to be immediately due and payable, and The Company may, in its sole discretion, terminate all services provided by any legal means for non-payment of monthly fees, all without further notice to Customer.

4. COMPANY'S RIGHT TO DEPROGRAM THE SYSTEM
The Customer agrees that The Company has the right to enter the premises and deprogram The System for nonpayment of any fees required to be paid under this agreement or if The System is malfunctioning in a way that would jeopardize the integrity of the monitoring station. The deprogramming of The System shall not constitute a waiver by The Company of its rights to collect all fees due by The Customer to The Company. The Company may at its option disconnect The System from the phone lines instead of deprogramming it.

5. OWNERSHIP OF THE SYSTEM
It is understood that the ownership of The System remains with The Customer who agrees to pay The Company for services performed under this agreement.

6. MECHANIC'S LIEN
The Customer acknowledges that he/she is aware that if The Customer defaults in any of the terms or conditions of this agreement, The Company may file a Mechanic's Lien upon the property where The System is installed, for the value of payments not received.

7. NOTICE TO CUSTOMERS
By signing below, The Customer acknowledges that The Customer has read the front and back of this agreement and the proposal attached hereto.

8. TESTING OF SYSTEM
The Customer agrees to test The System monthly to ensure it works properly and notify The Company in writing, if repairs are needed. An inoperative system due to the failure to notify The Company of need for repair does not constitute a breach of this agreement on the part of The Company nor does it excuse any monthly fees.

9. INTERRUPTION OF SERVICE
The Company assumes no liability for interruption of monitoring, warranty or repair service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, acts of God, or for any other cause beyond the control of The Company and will not be required to supply any services to The Customer while interruption of service due to any such cause my continue.

Customer Signature

Security One, Inc.

10. SIGNAL TRANSMISSION
(A) DIGITAL COMMUNICATOR -- The Customer understands that a digital communicator is used as the method of transmission of an alarm signal to The Company's central station on The Customer's regular telephone line. Therefore, if the telephone line or cable is cut, damaged, or disconnected, out of order, placed on vacation, or otherwise interrupted, signals from The Customer's alarm system will not be received in The Company's central station and the interruption of service will not be known by The Company. The Customer has been specifically informed of this inherent limitation in a system using such devices, and further acknowledges that the signals transmitted over telephone lines in this manner are beyond the control of The Company with such line being maintained in service by the applicable telephone company or utility.
(B) RADIO FREQUENCY (Available at additional cost if selected and requested in writing by The Customer on attached proposal.)
The System transmits signals by radio frequency. The Customer understand that a radio system is not supervised and requires an operable antenna, and non-interference with radio waves transmission for a signal to be transmitted and received by the central station and no alarm signal can be received by the central station while the interference or inoperative condition exists.

11. SUBROGATION
Customer hereby releases, discharges, indemnifies, and agrees to hold The Company harmless from any and all claims, liabilities, damages, losses, attorney's fees, costs, and/or expenses arising from or caused by any hazard covered by insurance in or on the premises of Customer, whether said claim is made by Customer, his agent, or insurance company, or from other parties claiming under or through Customer. Customer agrees to indemnify The Company against any action for subrogation which may be brought against the Company by an insurer or insurance company or its agents or assigns, including the payment of all damages, expenses, costs and attorney's fee.

12. INDEMNIFICATION
Customer agrees to indemnify and hold harmless Company, its successors, assigns, officers, directors, and employees, from any loss, cost, expense, or attorney's fees on account of any claim for damages by any person not a party to this agreement including Customer's insurance company, arising out of the apprehension on or about the premises of any burglary or robbery suspect, or on account of any claim for destruction, damage or injury to any person or property arising out of or in connection with the operation or non-operation of The System whether these claims be based upon alleged intentional conduct, active or passive negligence, or strict or product liability, on the part of The Company, it's agents, servants, or employees.

13. COMPANY IS NOT AN INSURER; DISCLAIMER OF WARRANTIES; LIQUIDATION DAMAGES
(A) It is understood and agreed: that Company is not an insurer; The Company provides no insurance; insurance, if any, shall be obtained by Customer; that payments provided herein are based solely upon the value of The System and are unrelated to the value of Customer's property or the property of others located in Customer's premises: that Company makes no guarantee or warranty, including any implied warranty of merchantability or fitness that The System supplied will avert or prevent occurrences or the consequences there from which The System is designed to detect or avert. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of The System to properly, operate with resulting loss to Customer because of, among other things:
The uncertain amount of value of Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which The System is designed to detect or avert.
The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;
The inability to ascertain what portion, if any, or any loss would be proximately caused by Company's failure to perform or its equipment to operate.
(B) Customer understands and agrees that if Company should be found liable for loss or damages due to the failure of The System in any respect whatsoever, Company's liability shall be limited to the sum of $250.00 as liquidated damages and not as a penalty and this liability shall be exclusive, and that provisions of this section shall apply if loss and damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise, of Company, its agents, assigns, or employees.

14. LIABILITY OF THE COMPANY
Company does not represent or warrant that the alarm system may not be compromised or circumvented; or that The System will prevent any loss or burglary, hold-up, fire, or otherwise; or that The System will in all cases provide the protection for which it is installed or intended. **Customer acknowledges and agrees: that Customer assumes all risk or loss or damage to Customer's premises or to the contents thereof, and that Customer has read and understands all of this agreement, particularly paragraph 14 which sets forth Company's maximum liability in the event of any loss or damage to buyer or anyone else.**

15. INVALID PROVISIONS
If any of the terms or provisions of this agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

16. ASSIGNMENT OF RIGHTS
(A) Customer acknowledges that the sale or transfer of Customer's premises shall not relieve Customer of the duties and obligations under this Agreement. Customer may not assign this agreement without the written consent of The Company.
(B) The Company shall have the right to assign this agreement to any other person, firm or corporation without notice to Customer and shall have the further right to subcontract any installation and/or service including monitoring and patrol response which it may perform. Customer acknowledges that this agreement, and particularly those paragraphs relating to The Company maximum liability, limited liability and third-party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of The Company, and that they bind Customer with respect to the assignees and/or subcontracts with the same force and effect as they bind Customer to The Company.

17. GENERAL PROVISIONS:
Attorney's Fees: Limitation of Actions. In the event it shall become necessary for The Company to institute or defend legal proceedings to enforce its rights under this agreement, The Customer shall pay to The Company reasonable attorney fees. In the event that The Company shall refer this agreement to an attorney for collection, The Customer shall pay to The Company reasonable attorney's fees, even if a lawsuit has not been filed. Both parties agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence, or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore.
Invalid Provisions. In the event any of the terms or provisions of this agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
Customer's Purchase Order. Customer acknowledges that if there is any conflict between this agreement and Customer's purchase order or any other document, whether prior or subsequent to this agreement, this agreement will govern unless approved in writing by an authorized officer of The Company.
Agreement Suspended on Catastrophe. This agreement may be suspended or canceled, without the notice at the option of The Company, if The Company's or Customer's premises or The System are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event The Company is unable to render service as a result of any governmental authority.
Entire Agreement; Modification. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understanding or agreements of the parties and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified by a written agreement signed by the parties or their duly authorized agents. No waiver or a breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach.
Notice. All notices to be given hereunder shall be in writing and may be served, either personally or by certified mail, return receipt requested, to the address contained herein.
Credit Inquiry. Customer, by signing this agreement, hereby authorizes company to perform a credit investigation, including inquiry into The Customer's consumer credit files with various credit reporting agencies.
Gender; Number. Whenever the context requires in this agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall be deemed to include the others.
Conditions and Covenants. Each and all of the provisions of this agreement are conditions to be faithfully and fully performed.
Section Headlines. The section titles used herein are for the convenience of the parties only and shall not be considered in constructing the provisions of this Agreement.
Jurisdiction and Venue. This agreement shall be constructed in accordance with the laws of the State of Texas. Venue for any action brought to enforce any provision of this agreement may only be had in Bexar County, Texas.
The Company Operating License. The Company operates under the two following registration numbers:
(A) Security License No. B-3192 issued by the Texas Department of Public Safety Texas Private Security Bureau, P.O. Box 4087, Austin, Texas 78773, (512)424-7729, and (B) Fire Alarm License No. ARC1165 issued by the State Fire Marshall's Office, Mail Code 112-FM, P.O. Box 149221, Austin, TX 78714-9221. Phone (512) 305-7900.

SECURITY ONE INC.
716 W. Byrd Blvd
Universal City, Texas 78148
(210) 341-8900

CUSTOMER OVERVIEW

I, Hays County Public Safety Bldg. On 7/29/2020 **UNDERSTAND THAT:**

- It is understood that the ownership of The System remains with The Customer.
- I am required to pay the monthly fee for the duration of the agreement between Security One, Inc. and myself.
- Security One, Inc. is not insuring my property or the property of any other person.
- The system does not guarantee prevention of property loss or injury to anyone.
- The system that I have chosen may not have detection devices at all possible points of entry. This is the amount of detection that I have chosen.
- The system will not report to the monitoring station if the phone service is interrupted in any way.
- Cellular radio reporting is available should I desire to add it to my system.
- It is my responsibility to obtain an alarm permit if one is required.

I HAVE RECEIVED A COPY OF THIS OVERVIEW.

Customer Signature

Security One, Inc.

SECURITY ONE INC.
716 W. Byrd Blvd
Universal City, Texas 78148
(210) 341-8900

INFORMATION SHEET

SITE INFORMATION

Name: Hays County Public Safety Bldg.
Address: 810 S. Stagecoach Trail
City: San Marcos
State: TX Zip code: 78666
Phone:
Cross Street: Wonderworld/S. Stagecoach Trail
Email address:
Police: SAPD

BILLING/MAILING INFO (if different from site)

Name:
Address:
City:
State: Zip code:
Phone:
Password:
Email billing? ○ Yes ○ No
Fire: SAFD

CONTACT PARTIES

NAME	PHONE	TYPE (H/W/C)
		Select...
		Select...
		Select...
		Select...

USE BELOW LISTED INFORMATION FOR ☐ **Monitoring Only** ☐ **Installation Only** ☐ **Both**

Name of Financial Institution
Name on Account
Banking Account #
Bank Routing #

FOR ADDITIONAL ACCOUNT INFO **Installation Only**

I understand that installation charges will be processed the Friday before the installation:

How did you hear about us?

○ Yellow Pages ○ Current Customer ○ Police Officer ○ Our Website ○ Other

Referred by: Customer has multiple sites. Credit

Rev. 12/18/2017

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve specifications for RFP 2020-P08 Election Form Printing Services and authorize Purchasing to solicit for proposals and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Hays County Election Department is issuing this Request for Proposal (RFP) to firms capable of providing Election Form Printing Services as described in the Scope of Services. This Service will be utilized by Hays County Elections in the fulfillment of his/her election responsibilities.

Attached:
RFP 2020-P08 Election Form Printing Services
Attachment A: RFP 2020-P08 Pricing Sheet

SOLICITATION, OFFER AND AWARD

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

Solicitation No.: RFP 2020-P08 **Election Form Printing Services**	**Date Issued: August 13, 2020**

SOLICITATION

Respondents must submit proposals as listed: One (1) originals and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct until:
2:00 p.m. local time August 28, 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 August 20, 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: Mailing Address:		Name: Title: Email Address: Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			

NOTICE OF AWARD (To be completed by County)

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

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

_____ _____
Hays County Judge Date

_____ _____
Hays County Clerk Date

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Attachment A: RFP 2020-P08 Pricing Sheet

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. Ballot Printing, Insertion and Mailing Services Questionnaire

____ 3. Vendor Reference Form

____ 4. Form 1295 (Certificate of Interested Parties) filed online with the Texas Ethics Commission and signed

____ 5. Conflict of Interest Questionnaire completed and signed

____ 6. Code of Ethics signed

____ 7. HUB Practices signed

____ 8. House Bill 89 Verification signed and notarized

____ 9. Senate Bill 252 Certification

____ 10. Debarment & Licensing Certification signed and notarized

____ 11. Vendor/Bidder's Affirmation completed and signed

____ 12. Related Party Disclosure Form

____ 13. Any addenda applicable to this solicitation

____ 14. 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-P08 Election Form Printing Services
3. Issuing Office:	Hays County Auditor Purchasing Office 712 S. Stagecoach Trial, Suite 1071 San Marcos, TX 78666
4. Responses to Solicitation:	Sealed proposals marked with Solicitation Number and 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: **Friday, August 28, 2020; 2:00 p.m. Central Time (CT)**
6. Initial Contract Term:	September 2020 – August 2021
7. Optional Contract Terms:	Four (4) one (1) year optional renewals
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 August 20, 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 and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this 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

August 13, 2020	Issuance of RFP
August 20, 2020	Deadline for Submission of Questions (5:00 PM CT)
August 28, 2020	Deadline for Submission of Bids (2:00 PM CT) **Late bids will not be accepted.**
September 2020	Anticipated contract award date

III. Specifications

A. Introduction

Hays County Election Department is issuing this Request for Proposal (RFP) to firms capable of providing Election Form Printing Services as described in the Scope of Services. This Service will be utilized by Hays County Elections in the fulfillment of his/her election responsibilities.

This RFP provides the requirements for all providers of said Services who wish to be considered for said Contract. Proposals received in response to the RFP will be evaluated in accordance with the criteria set forth in this RFP and will be awarded in conformance with a fair and open process.

Population Data: (2019 Census Data)
230,191

Voter Registration Data (Active and Suspense) April 22, 2020
County Total: 143,586

General Election Stats:

Year	# Voted by Mail	# Voted in Person	# Registered Voters	Overall Turnout %
2014 (Governor)	3,146	36,540	104,045	38.15%
2016 (President)	4,586	69,003	116,501	63.17%
2018 (Governor)	5,756	74,735	135,852	59.25%
2020 (Pres. Primary) Republican	1,291	14,300	141,395	11.03%
2020 (Pres. Primary) Democrat	2,156	23,350	141,395	18.04%

Miscellaneous Data

- Number of Precincts = 68
- Number of US Congressional Districts = 3
- Number of State Senate Districts = 2
- Numbers of State House Districts = 1
- Number of County/State Judicial Districts = 23
- Number of County Commissioner Districts = 4
- Number of County Election Official Districts = 26
- Number of College Districts = 2
- Number of Municipal Districts = 9

** Plus, numerous Water, Hospital and Library Districts

B. Scope of Work

Respondent must be able to provide the following:

Service Provider Responsibilities:

1. Service provider shall furnish all labor, personnel, facilities, service, supervision, administration, management, documentation, reports, forms, insurance, permits, licenses, material, supplies, files, cards, forms, paper, artwork, typesetting, printing, production, mailing, printers, presses, equipment, tools, paid all taxes, benefits, fees, fuel surcharges, inside delivery and pick-up charges,

shipping, transportation, tolls, travel time, freight, mileage, and all other overhead cost including incidentals, necessary to perform the scope of work and services as described herein.

2. Service provider place of business must be within 100 miles of the Hays County Elections Department, 712 S. Stagecoach Trail, Suite 1012, San Marcos, TX 78666
3. Contractor is to absorb all costs incurred for shipping/mailing or faxing information required to print cards and related material.
4. Service provider shall have climate-controlled storage facilities sufficient to maintain card stock and/or paper stock.
5. The Service Provider warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Service Provider shall not relieve the Service Provider from its obligations under this warranty.
6. The Service Provider shall print all specified cards for Hays County, Texas. Authorized representatives from Hays County Elections Department may inspect the Service Provider's premises and equipment to verify the Service Provider's performance.
7. All originals, photographs, artwork, paste-up, negatives and magnetic media used in the production of the printing called for in this Contract shall remain and/or become the property of the County. The Service Provider shall not destroy originals, photographs, artwork, negatives, paste-up, electronic media, etc., without prior signature approval by an authorized Elections Department representative.
8. Errors made by the Service Provider in printing, processing, and mailing will be absorbed by Service Provider, (i.e. all costs reprinting, postage, etc.). The decision of the County shall be final and conclusive in deciding whether to print and/or mail in the event any Service Provider error is discovered. If an error is found on election material caused by the Hays County Election Department, a negotiated settlement between County and the Service Provider shall take place for any additional amounts owed to the Service Provider. The Service Provider shall provide comprehensive documentation to allow the County to justify making any additional expenditure above or beyond the scope of the original terms of this Contract. Under no circumstances shall the County be held liable for errors made by the printer, or its subcontractors, for cards printed, mailed or services provided which do not match proofs signed-off by Hays County Elections Department.
9. **Stop Work Order**: Hays County reserves the right to stop the work and/or services covered by the contract at any time that it is deemed the successful Service Provider is unable or incapable of performing the work and/or services to their satisfaction. In the event of such stopping, Hays County shall have the right to arrange for the completion of the work and/or services in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the existing Service Provider and its surety (if applicable) shall be liable to Hays County for any such cost on account thereof.
10. **Product Evaluation:** Upon request and at no additional cost to Hays County, bidders agree to furnish the Hays County Election Department samples of any of the cards requested for testing with data provided by the Hays County Elections Department to the Bidder(s) as part of the evaluation process. Any product that fails testing shall be considered sufficient reason to reject the bid or product. Any product used by Hays County, during the contract period that does not perform as specified and/or approved during testing shall be considered grounds for cancellation of the contract.
11. All items must comply with laws, codes, and requirements of the State of Texas and the Texas Secretary of State, whether specifically stated in this bid or not. The Texas Election Code and other state statutes can be found online at: http://www.statutes.legis.state.tx.us/.

12. Quantities indicated on the Bid Proposal Forms are estimates only based upon the best available information. The County reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price.
13. Over a one year period, depending on the election, various envelopes and voter cards, and any item contained in this bid, will need to be mailed, and or printed up to 5 times a year. It is imperative that the Service Provider has enough card stock on hand or can obtain it on the spot market at no additional charge to Hays County and with no additional lead time for processing the order.

TECHNICAL REQUIREMENTS (Scope of Services)

In addition to the General Requirements and Provisions, the Scope of Services shall include, but not be limited to the following:

- All processing, printing and mailing services provided under this solicitation request shall be in accordance with Secretary of State of Texas, State Election Codes 15.051, 13.146, 14.023 and Chapter 19 funding, unless otherwise stated in the contract.
- Contractor is responsible for all artwork, typesetting, layout, design, proofs, production, printing, processing, transportation, shipping, delivery, couriers, and mailing of all the cards specified in this solicitation request. Unit price must be all inclusive.
- Contractor will be responsible for warehousing and storage of all cards, shells, and related material covered under this bid solicitation request throughout the duration of this contract (including any extensions). Upon expiration and/or termination of the contract Contractor will returned all unused elections cards and related material to the Hays County Elections Department within five (5) calendar days.

Voter Registration Certificate Cards from Variable Data File Voter Registration Certificate Cards:

1. General:
    - Print, process, prepare for mailing, and deliver to the San Marcos, Texas, Main Post Office
    - Processing the voter registration certificate cards with variable voter registration data information and barcodes.
    - Variable data is defined as information that changes with each voter registration certificate card.
    - The voter registration certificate cards will be postcard size 4” x 6”.
    - Paper Card Stock: White 110# Index or equal. The paper card stock must meet postal requirements for calibration. The paper must be at least .007 thick and not more than .016” thick.

2. Printing:
    - Contractor is responsible for all typesetting and artwork required in creating and producing the voter registration certificate cards.
    - Contractor will provide professional design assistance for the master overlay and assistance for overlay placement of data on voter registration certificate cards in accordance to the RFP specifications in Texas Secretary of State Directive.
    - Within five (5) calendar days of receipt of purchase order, Contractor will design, format, and submit one hundred (100) printed voter registration certificate cards to the Hays County Elections Department for testing and approval.
    - Within (14) calendar days after approval of proof, Contractor will deliver all applicable printing in its entirety to predetermined location(s). NOTE: Due to the complexity and

turnaround of printing service, Hays County expects that awarded vendor keeps a "reasonable" amount of specified paper stock in house to avoid all delay eventualities.

- The voter registration certificate cards will be printed two sided (both sides) in black laser fast ink and shaded area on front only will be a Pantone color approved and congruent with the State of Texas, at 100% solid. The backside of the voter registration certificate card will be left plain white with black ink text. Note: The Panton color will change every two (2) years according to the State of Texas regulations. All Pantone colors at the time of printing will need to run congruent with The State of Texas Elections specifications procedures.
- All ink and/or coloring must be laser fast. The language on the voter registration certificate card will be laser printed in black ink.
- All data, Postal mailing permit number, images and printed text on the voter registration certificate card must be clear, concise, and easily readable.
- The voter registration certificate cards shall be printed and processed for mailing by the awarded Contractor using a data file containing the variable voter registration data. Data file will be provided by the Hays County Elections Department in a format readable by the Contractor.
- All records will be fixed length and tab delimited. Record layouts will be provided to the awarded Contractor with data files as soon as possible after the contract award.
- Contractor will create a 128 subset C at 5-dot density bar code must be printed on the card, which will represent the 10 digit VUID number. The VUID number location on the card will be determined by the Elections Administrator and must not interfere with postal regulations. A second barcode will be present at the top of the voter registration certificate card form. The barcode(s) print must be high quality printing that can be easily read by a scanning device. The second barcode will also be a 128 subset C at 5-dot density barcode of variable width. Before printing starts, Hays County Elections Department must verify that barcodes meet the standards specified above.
- Proof(s) are required and final version must be accepted and signed off by the Hays County Elections Department and U.S. Postal Service prior to printing.
- Contractor is required to produce a file to the Hays County Elections Administration that reflects the appended print file that contains ZIP+4 file update.
- Accompanying the data file will be a control total of the number of records on the data file or any of the previous listed databases. The Contractor, after receiving the data file RFP shall tabulate and produce a total record count. This count must balance with the count supplied by Hays County Elections Department Count before any processing may continue. If the count does not balance, it must be reconciled with Jennifer Anderson, Hays County Elections Department at 512-393-7310, before the voter certificate cards are printed.
- Awarded Vendor will have the ability to print, sort variable data, and mail. While this will not be a cause for elimination in bidding process, this delineation will be considered in award.

3. Mailing
    - The timing of the delivery of the processed voter registration certificate cards is crucial to the performance of the Hays County Elections Administrator's statutory duties.
    - Hays Elections Office has its own permit number and will deposit the required funds for postage directly into the permit prior to the first mail out. Postage will be paid by Hays County Permit.
    - The voter registration certificate cards must be carrier route presorted and processed to yield the lowest possible postage qualification, a ZIP+4 must be appended to file. The

vendor must be CASS certified by the U. S. Postal Service. Carrier route information updated using CASS-certified process within 90 days before mailing.

- Contractor will provide postal qualification that will guarantee the lowest postal rate possible for the receipts and prepare the necessary reports, presort and bag tags necessary to obtain the postal discount.
- In addition, control totals as to actual certificates printed and corresponding Postal Form #3600 reflecting the number of cards mailed shall be presented to the Elections Administrator. A copy of the U.S. Postal Form #3600 must be delivered to Jennifer Anderson, 712 S. Stagecoach Trail, Suite 1012, San Marcos, TX 78666
- The voter registration certificate cards must then be batched by zip code in special trays (boxes) designated by the U.S. Postal Service and delivered to the San Marcos, Main Post Office or San Marcos Bulk Mail Processing Center. Contractor must prepare voter certificate cards for mailing that allow Hays County to take advantage of the lowest possible first class postage rate.

Pre-Printed Shell Voter Registration Certificate Cards – Continuous Form:

1. Pre-Printed Shell Voter Registration Certificate Cards, shall meet or exceed the following minimum specification Requirements:
   - Print, process, prepare and delivered to the Hays County Election Department pre-printed shell voter registration certificate cards that will utilize internally by the Hays County Elections Department.
   - The pre-printed shell voter registration certificate cards will be postcard size 4” x 6”, Continuous form, 1-up, fan folded with standard pin feed holes.
   - The pre-printed shell voter registration certificate card image should be outlined with perforation lines to allow easy separation from sheet. Perforation lines should be strong enough to feed through a laser printer.
   - Paper Card Stock: White 110# Scott Index or equal. The paper card stock must meet postal requirements for calibration. The paper must be at least .007 thick and not more than .016” thick.

2. Printing
   - Contractor is responsible for all typesetting and artwork required in creating and producing the preprinted shell voter registration certificate cards.
   - Contractor will provide professional design assistance for the master overlay and assistance for overlay placement of data on pre-printed shell voter registration certificate cards in accordance to the specifications in Texas Secretary of State Directive.
   - Within five (5) calendar days of receipt of purchase order, Contractor will design, format, and submit one hundred (100) pre-printed shell voter registration certificate cards to the Hays County Elections Department for testing and approval.
   - The pre-printed shell voter registration certificate card will be printed two sided (both sides) in black laser fast ink and shaded area on front will be congruent with Texas State regulations. The backside of the pre-printed shell voter registration certificate card will be left plain with black ink text.
     a. Note: The Panton color will change every two (2) years and will be given to the contractor at renewal time, if required.) All ink and/or coloring must be laser fast.
     b. The language on the pre-printed shell voter registration certificate card will be laser printed in black ink.

c. All data, images and printed text on the pre-printed shell voter registration certificate card must be clear, concise, and easily readable.
d. Postal mailing permit number printed on each card.
e. Proof(s) are required and final version must be accepted and signed off by the Hays County Elections Department and U.S. Postal Service prior to printing.
f. Warehousing and Storage: Contractor will warehouse and store all pre-printed shell voter registration certificate cards and delivered to the Hays County Elections Department within five (5) calendar days.
g. The quantity amount delivered will vary per release requested, however the minimum order per release will be no less than one thousand (1,000) cards.

Address Confirmation Cards from Variable Data File

1. Address Confirmation Cards, shall meet or exceed the following minimum specification requirements:
   - Print, process, prepare for mailing, and deliver to the San Marcos, Texas Main Post Office or San Marcos Bulk Mail Processing Center the address confirmation cards with variable data information and barcodes.
   - Variable data is defined information that changes with each address confirmation card.
   - The address conformation card will be tri-fold with a finish size of 14" high by 8" wide, with two 4.6" fold, one with a fold perforation with a glue adhesive strip. Perforation lines should be strong enough to feed through a laser printer. iv. Paper Card Stock: Canary, 110# Scott Index or equal. The paper card stock must meet postal requirements for calibration. The paper must be at least .007 thick and not more than .016" thick.

2. Printing
   - Contractor is responsible for all typesetting and artwork required in creating and producing the address confirmation cards.
   - II. Contractor will provide professional design assistance for the master overlay and assistance for overlay placement of data on the address confirmation cards in accordance to the specifications in Texas Secretary of State Directive.
   - Within five (5) calendar days of receipt of purchase order, Contractor will design, format, and submit one hundred (100) printed address confirmation cards to the Hays County Elections Department for testing and approval.
   - Within (10) calendar days after approval of proof, Contractor will deliver all applicable printing in its entirety to predetermined location(s). **NOTE: Due to the complexity and turnaround of printing service, Hays County expects that awarded vendor keeps a "reasonable" amount of specified paper stock in house to avoid all delay eventualities.**
   - The three panel of the tri-fold address confirmation cards will be printed two sided (both sides) in black laser fast ink with different copy. The backside only of all address confirmation cards will include the same pre-printed shell copy and will have the Hays County Business Reply Mail permit information.
   - All ink and/or coloring must be laser fast.
   - The language on the address confirmation cards will be laser printed in black ink.
   - All data, images and printed text on the address confirmation cards must be clear, concise, and easily readable.
   - Postal mailing permit number printed on each card

- The address confirmation cards shall be printed and processed for mailing by the awarded Contractor using a data file containing the variable data information. Data file will be provided by the Hays County Elections Department on any of the formats previously listed
- Proof(s) are required and final version must be accepted and signed off by the Hays County Elections Department and U.S. Postal Service prior to printing.
- Contractor is required to produce a file to the Hays County Elections Administration that reflects the appended print file that contains ZIP+4 file update.
- Accompanying the data file will be a control total of the number of records on the data file or CD. The Contractor, after receiving the data file shall tabulate and produce a total record count. This count must balance with the count supplied by Hays County Elections Department County before any processing may continue. If the count does not balance, it must be reconciled with Jennifer Anderson, Hays County Elections Department at 512-393-7310, before the address confirmation cards are printed.

Additional Election Printing

- The Service provider shall design and produce mail-in ballot envelopes w/certificates for the sealed return of mail-in ballots in accordance with all applicable state laws. (Secrecy Envelope)
- The Service provider shall design and produce mail-in ballot return envelopes for the sealed return of mail-in ballots in accordance with all applicable state laws.
- The Service provider shall design and produce mail-in ballot outer envelopes for the processing and shipment of mail-in ballots in accordance with all applicable state laws.
- The Service provider shall design and produce provisional ballot envelopes w/certificates for the sealed return and processing of provisional ballots in accordance with all applicable state laws.
- The Service provider shall design and produce Applications for Ballot By Mail forms in accordance with all applicable state laws.
- The Service provider shall design and produce Deputy Voter Registrar Voter Registration Application with perforated receipt at the bottom.
- The Service provider shall design and produce all inserts for Mail Balloting and provisional envelope in accordance with all state laws.

C. Qualifications

Hays County is seeking to contract with a competent provider of Election mail ballot services. Specifically, it is seeking those persons or firms with the following qualifications:

- Service provider shall have its own exclusive printing facility.
- References: Contractor shall provide a minimum of three (3) references that have performed similar scope services (size and complexity) specified herein, that will qualify the Service Provider to perform the services outlined in the bid document.
- The service provider must have a minimum of five (5) years of extensive experience, knowledgeable background and qualifications in printing, processing and mailing voter registration cards or material similar in size, nature and scope as determined by Hays County Elections Department.
- All prospective service providers must have printing and mailing facilities capable of handling the specified volume and turnaround time requirements.
- Resources to quickly respond to employee requests for assistance.
- Demonstrated experience in successfully working with government agencies and counties in Texas of a similar size and scope as Hays County.

- Individuals assigned to the RFP have the necessary experience, education, and understanding to provide the required services.

D. Proposed Cost of Services

The respondent must provide the cost of services by completing the mandatory pricing sheet included as Attachment A: RFP 2020-P13 Bid Form. Optional features, products and services shall be priced individually.

E. Submittal Requirements

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

- Mailed or Dropped off Proposals:
  - 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
- Electronic Proposals:
  - Upload proposal with required forms manually signed by Respondent

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 proposal 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. Evaluation Criteria

Proposals will be evaluated by Hays County staff. Proposals will be ranked according to the criteria outlined below. **(Maximum points = 100)**

- **Experience** **30 points**
  The proposer must provide verifiable evidence in providing election form printing and mailing services. Provider must be able to articulate what process they use for these tasks.
- **Work Performance** **30 Points**
  Provide a brief description for your company's history and its capabilities related to election form printing and mailing services. Describe your company's general area of expertise. Include information about the age and type of equipment you intend to use for this contract and any products use in the addressing and inserting process.
- **Relevant Experience and Pricing** **20 Points**
  Provide information about similar types of service your firm has performed for at least three other agencies. Include at least one election related project. For each project provide the project name, agency, start and completion date, location of the project, project scope, and the role of your company in the project. Include information about the size of the mailings. Complete Attachment A: 2020-P11 Pricing Sheet.
- **Capacity to Perform (Staffing)** **10 Points**
  Provide a staffing plan that demonstrates how professional staff will be made available to perform scheduled tasks ordered by Hays County Elections. Clearly establish the number of staff that will be dedicated to Elections during a project. Describe the level of skill and experience of your companies' permanent senior staff.
- **Contract Management Philosophy** **10 Points**
  Describe your companies' philosophy towards providing quality service for high volume, deadline driven projects. In particular, address communication, responsiveness, conflict resolution, quality assurance, scheduling flexibility (resources and timeline) and budget oversight.

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

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

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

G. Award of Contract

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

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 it 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.

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

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

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

San Marcos, Texas 78666

d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.

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

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

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

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

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

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

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

12. CHANGES:
    a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
    b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Contractor's requests to Commissioners Court for consideration.
13. REPRESENTATIONS:
    a. Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
    b. The Contractor's delivery time includes weekends and holidays.
    c. Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
    d. Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
    e. The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
    f. Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Manager. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

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

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

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

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

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

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

20. TERMINATION FOR 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

Commercial General Liability (Including Contractual Liability):

General Aggregate	$2,000,000.00
Product completed operations aggregate	$2,000,000.00
Bodily Injury (Each accident)	$2,000,000.00
Property Damage	$2,000,000.00

Employers Liability:	
Each accident	$1,000,000.00
Each employee for disease	$1,000,000.00
Policy limit for disease	$1,000,000.00

Excess Liability:	
Umbrella Form	Not Required

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

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

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

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

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

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

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

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

Please sign for acknowledgement of the Hays County HUB Practices:

_____ _____

Signature Date

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

_____ _____

Signature of Company Representative Date

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

NOTARY SEAL

_____

Notary Public in and for the State of Texas

_____

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

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

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

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

_____
Name of Contracting Company

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

_____

_____
Signature of Company Official Authorizing Bid/Offer

_____ _____
Printed Name Title

_____ _____
Email Address Phone

XIV. 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.

RFP 2020-P08 Election Ballot Printing, Insertion and Mailing Services

Attachment A: RFP 2020-P08Pricing Sheet

Please note any price breaks in quantities

Description: Election Forms — Price Break Quantity & Pricing

Item Number	Item Description	Price per Form			
P11.01	Voter Registration Application				
P11.02	Statement of Residence				
P11.03	Volunteer Deputy Voter Registrar Application				
P11.04	Address Confirmation Cards				
P11.05	Voter Registration Certificates				
P11.06	Database Set-up				
P11.07	Standard ground shipping				

Description: Postage

Item Number	Item Description	Price			
P11.11	Mailing Services				
P11.12	USPS Mailing Coordination & Statements				
P11.13	Postage				

Description: Envelopes/Inserts

Item Number	Item Description	Each			
P11.14	Outgoing 6 1/8" x 9 7/8" green Envelope				
P11.15	Reply 5 7/8" x 9" yellow Envelope				
P11.16	Secrecy 5.75" x 9.25" White Envelope				
P11.17	Voter Instruction Insert 8.5" x 11" folded to 5 1/2" x 8 1/2" 2 Color				
P11.18	Additional Inserts 5.5" x 8.5" Color				
P11.19	USPS Mail Piece Consult and Design				
P11.20	Initial Envelope Composition				

RFP 2020-P08 Election Ballot Printing, Insertion and Mailing Services

Attachment A: RFP 2020-P08Pricing Sheet

Please note any price breaks in quantities

Optional Services

	Description	Price

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 Information Technology Department to purchase replacement computer equipment for various departments and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 2020	$76,357

LINE ITEM NUMBER

Various

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

The IT Director and staff have performed a needs assessment on current computer equipment and have identified new and replacement equipment that needs to be purchased due to failing systems, functionality, lack of equipment and CJIS compliance needs. The majority of this equipment was included in the FY21 Requested Budget, however, removed during the Judges Recommended budget process in order to balance the budget. Funds have been identified in current year budgets to make these purchases.

Attachment: Replacement Computer Equipment List

Department	G/L	County Tag/Serial Number	Description	Notes	Cost
Commissioner Pct. 2	001-602-00	BTTMJ72	Dell 7275 Tablet	Out of warranty (2 docks for dual offices)	1,390
Commissioner Pct. 4	001-604-00	CQQPJ72	Dell 7275 Tablet	Out of Warranty	1,233
Commissioner Pct. 4	001-604-00	3HZ2082	Dell OptiPlex 7040	Out of Warranty	1,233
Auditor	001-606-00	New	Dell Latitude 5400	Fixed Asset Accountant	1,233
District Attorney	001-607-00	DA-1RW1JK1	vostro 420	Unable to Update to Win10 for CJIS Comp	726
District Attorney	001-607-00	DA-3D2FK12	Dell Latitude 15 5000 10/23/2013	Unable to Update to Win10 for CJIS Comp	1,233
District Attorney	001-607-00	DA-D92FK12	Dell latitude 15 5000	Unable to Update to Win10 for CJIS Comp	1,233
District Court	001-608-00	1012006411	Computer ready build/ 10/1/2008	Unable to Update to Win10	726
District Court	001-608-00	RC922MKKN11112500524	Cool Master IT Build - 7/9/2011	Unable to Update to Win10	726
District Court	001-608-00	RC922MKKN11112500618	Cool Master IT Build - 7/9/2011	Unable to Update to Win10	726
District Court	001-608-00	DCT-016519	HP Compaq 12/19/2007	Unable to Update to Win10	726
District Court	001-608-00	New	1 Laptop for Court Admin	Mobility for Courts	1,051
District Court Magistration	001-608-17	New	1 Laptop for PT Magistration Attorneys	Currently has no equipment available	1,233
District Court Magistration	001-608-17	New	1 Laptop for PT Magistration Attorneys	Currently has no equipment available	1,233
District Clerk	001-609-00	New	1 Laptop for training	Using IT Loaner	1,051
District Clerk	001-609-00	New	1 Laptop for training	Using IT Loaner	1,051
District Clerk	001-609-00	15575	Zebra Label Printer for dockets - 9/27/2006	Not functional	611
County Courts at law	001-612-00	CCL-101BDK1	OptiPlex 360	Unable to Update to Win10	726
County Courts at law	001-612-00	New	New Computer Bailiff	Axon Docking Issues	726
County Courts at law	001-612-00	New	New Computer Bailiff	Axon Docking Issues	726
County Courts at law	001-612-00	New	New Computer Bailiff	Axon Docking Issues	726
Sheriff	001-618-00	1S1143ADURSH15R4	Lenovo Think Pad E520	Unable to Update to Win10 for CJIS Comp	1,601
Sheriff	001-618-00	1S1143ADURSH15RD	Lenovo Think Pad E520	Unable to Update to Win10 for CJIS Comp	1,601
Sheriff	001-618-00	1S1143ADURSH15RM	Lenovo Think Pad E520	Unable to Update to Win10 for CJIS Comp	1,601
Sheriff	001-618-00	1S1143ADURSH15RZ	Lenovo Think Pad E520	Unable to Update to Win10 for CJIS Comp	1,601
Sheriff	001-618-00	9RPW8W1	Dell Laptop	Unable to Update to Win10 for CJIS Comp	1,601
Sheriff	001-618-00	J52DX32	Dell Laptop	Unable to Update to Win10 for CJIS Comp	1,601
Sheriff	001-618-00	LXE9906006871CA812000	Dell laptop - Gov Security up front	Unable to Update to Win10 for CJIS Comp	1,601
Sheriff	001-618-00	CNU29996BS	HP Laptop 4350s/Community Outreach	Unable to Update to Win10 for CJIS Comp	1,601
Sheriff	001-618-00	1TK1JK1 (cpu) recycled 2/7/2020	Vostro 420	Unable to Update to Win10 for CJIS Comp	1,601
Sheriff	001-618-00	1TK0JK1 (cpu)	Dell Vostro 420	Unable to Update to Win10 for CJIS Comp	1,601
Sheriff	001-618-00	HYL5NN1	Dell OptiPlex 380	Unable to Update to Win10 for CJIS Comp	1,601
Sheriff	001-618-00	22536361253	Surface Pro 4 - Recycled 7/2020	Out of warranty mobile unit	1,601
Sheriff	001-618-00	19009261253	Surface Pro 4 - Recycled 7/2020	Out of warranty mobile unit	1,601
Sheriff	001-618-00	3324660553	Surface Pro 4 - Recycled 7/2020	Out of warranty mobile unit	1,601
Sheriff	001-618-00	5VHJ0R1/5HVJ0R1	Dell OptiPlex 380 Gov Security	Unable to Update to Win10 for CJIS Comp	726
Sheriff	001-618-00	HYM5NN1	OptiPlex 380/Vehicle Mnt.	Unable to Update to Win10 for CJIS Comp	726
Sheriff	001-618-00	16976	Vostro 410 - video oversight	Unable to Update to Win10 for CJIS Comp	726
Sheriff	001-618-00	17017	Vostro 410	Unable to Update to Win10 for CJIS Comp	726
Jail	001-618-03	16990	Vostro 410 - MUGSHOT COMPUTER	Unable to Update to Win10 for CJIS Comp	726
Jail	001-618-03	1CNDPB1	Dell Inspirion 560/ Records?	Unable to Update to Win10 for CJIS Comp	726
Jail	001-618-03	93FWBB1	Dell PowerEdge Sc430/Commissary ?	Unable to Update to Win10 for CJIS Comp	726
Jail	001-618-03	77471266K - To Surface Pro	Toshiba satellite laptop/Support Sgt.	Unable to Update to Win10 for CJIS Comp	1,601
Tax Office	001-619-00	SN# 16222014400675	Ready Build Computer	Unable to Update to Win10	726
Tax Office	001-619-00	1S82JK1	OptiPlex 420	Using IT Loaner	726
Treasurer	001-620-00	2010-1047-2	Ready Build Computer Died	Using IT Loaner	726

Constable Pct. 4	001-638-00	Thin Client	OptiPlex for AXON	Axon Docking Issues	726
Development Services	001-657-00	DS-1LHQGQ1	OptiPlex 380	Unable to Update to Win10	726
DC&S - GIS Division	001-657-99-037		1 Laptop for 911 Addressing Position	Budgeted Low End for Esri	2,325
DC&S - GIS Division	001-657-99-037		1 Laptop for 911 Addressing Position	Budgeted Low End for Esri	2,325
DC&S - GIS Division	001-657-99-037		1 Replacement GPS Receiver NWS GIS	Upgrade for functionality	3,885
DC&S - GIS Division	001-657-99-037		1 Replacement GPS Data Collection Tablet NWS GIS	Upgrade for functionality	400
DC&S - GIS Division	001-657-99-037		1 Replacement GPS Data Collection Tablet NWS GIS	Upgrade for functionality	400
DC&S - GIS Division	001-657-99-037	17616	Replacement Laser Printer 11/5/2013	Out of warranty/Too Costly to repair	5,000
Human Resources	001-677-00	New	Dell Latitude 5510 w/10 key	HR Director needs for functionality	1,143
Human Resources	001-677-00	New	Adobe Pro Cloud	HR Director needs for functionality	14
Information Technology	001-680-00	451445LM24CCY	Lexmark Printer	Not under warranty leaks toner	480
Information Technology	001-680-00		Replacement Surface Pro	PSB Coordinator	1,601
Information Technology	001-680-00		Replacement Surface Pro	SO Support Tech	1,601
Building Maintenance	001-695-00	1RP2JK1 - move to laptop	Dell Vostro 420	Need mobile capabilities	1,233
Veterans Office	001-720-00	VA-016372	Compaq DX2300	Unable to Update to Win10	726
Veterans Office	001-720-00	# RC922MKKN11112500518	IT Built Cool Master	Unable to Update to Win10	726
County Clerk	101-617-10	CC-HYG1NN1	OptiPlex 380	Unable to Update to Win10	726
County Clerk	101-617-10	HYH1NN1	OptiPlex 380	Unable to Update to Win10	726
				TOTAL	76,357

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 Office of Emergency Services department to purchase one upgraded iPhone SE128 GB valued at $123.99 in order to load applications for emergency preparedness.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 2020	$124

LINE ITEM NUMBER

001-656-00.5489

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mike Jones	BECERRA	N/A

SUMMARY

The OES Directors current cell phone was purchased with grant funds and is experiencing issues with connectivity. The Purchasing Division ordered a replacement phone however, the “free” phones that are allowed through our current cell phone policy do not have enough memory to transfer all the programs that are needed for disaster and emergency preparedness planning. Funds are available in the OES operating budget to fund this request.

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 a waiver to the purchasing policy for the Election Office to purchase ballot paper for the November 3, 2020 General Election.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 2020	$26,900

LINE ITEM NUMBER

002-655-00.5446

AUDITOR USE ONLY

AUDITOR COMMENTS:
Requires Hays County Purchasing Policy exemption for three quote requirement.

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

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

SUMMARY

Approve the purchase of 140,000 sheets of ballot paper for verifiable paper back-up. This specific ballot paper is required for use with the new Hart Duo Voting System.

Attachment: Hart Intercivic Quote

HART intercivic

Pricing Quote

Date: August 3,2020

Customer: Hays County, TX

Customer PO (if applicable):

System Version: Verity

Additional Notes: * Please check Billing and Shipping Addresses, Phone, Fax and eMail; make corrections on this form so we may update our database.
* You may fax with signature to 800-437-3532, or scan and email to ElectionSupplies@hartic.com, to place this order.

Requested Delivery Date:

Item	Description	Qty.	Unit Price	Ext. Price	Remarks
1	Item# 1005575 8.5 X 11 Thermal Ballot Stock	140.00	$185.00	$25,900.00	price is per case of 1,000
2					
3					
			Subtotal	$25,900.00	
	Shipping & Handling			$1,000.00	*estimated*
			Total	$26,900.00	

Prices are effective for 30 days from date of quote.

Terms and Conditions:
Payment Terms:

Billing Address and Phone

Hays County Auditor
Accounts Payable
712 S. Stagecoach Trail #1045
San Marcos, TX 78666-9914

Phone: 512-393-7310
Fax:
email:

Billing Instructions

PRINT ACCT#: HAY-18118

Shipping Address and Phone

Hays County Elec. Admin
Jennifer Anderson
712 S. Stagecoach Trail #1045
San Marcos, TX 78666-9914

Phone: 512-393-7310
Fax:
email:

Shipping Instructions

Hart Approval:

Name: Cindy Haushalter **Title:** Customer Service Rep Assistant

Fax: 800-437-3532 **Phone:** 800-223-4278 Option 3

Customer Approval:

Signature: **Title:**

Print: **Date Signed:**

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 official bond of the newly-appointed Hays County Constable for Precinct #3, Don Montague.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 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

On or about August 7, 2020, the Hays County Commissioners Court appointed Don Montague to the position of Hays County Constable, Pct. 3.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve and confirm the appointments of Deputy Constables designated by the newly-appointed Constable, Don Montague, in the Hays County Constable Precinct 3 Office, effective August 10, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 11, 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

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

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE.
(a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.
(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.
(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.
(d) A person commits an offense if the person:
(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or
(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.
(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement with RPS Infrastructure, Inc. to provide engineering design services for RM 12 at RM 3237 intersection project in Precinct 3 as part of the 2016 Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	August 11, 2020	$270,000.00

LINE ITEM NUMBER

020-710-00-768.5621_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding, P.E., Transportation Director	SHELL	N/A

SUMMARY

The RM 12 at RM 3237 intersection improvement Safety & Mobility [26-768-020] project is included in the 2016 Road Bond Program and is one of the highest priorities in Precinct 3 and in the County. RPS Infrastructure, Inc. was contracted for design of this project on April 9, 2019. The original contract as well as this new contract are funded by the Transportation Department Budget.

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **RPS Infrastructure, Inc.** **("Engineer")**
ADDRESS: **4801 Southwest Parkway, Building 2, Suite 150, Austin, TX 78735**
PROJECT: **RM3237/RM12 Intersection Improvements- Additional Services ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Hays County Design Criteria & Project Development Manual, latest edition
I. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Hays County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Two hundred and seventy thousand and zero Dollars ($270,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB
701 Brazos, Suite 450
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

John Friedman, PE
Vice President
14801 Southwest Parkway, Building 2, Suite 150
Austin, Texas 78735

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Hays County Auditor
   c/o: Vickie G. Dorsett
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666

   With copy to: HNTB
   Attn: Michael Weaver
   701 Brazos, Suite 450
   Austin, Texas 78701

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

With copy to: HNTB
701 Brazos, Suite 450
Austin, Texas 78701
Attn: Michael Weaver

and to: Office of General Counsel
Hays County
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Engineer: **RPS Infrastructure, Inc.**
Attn: John Friedman, PE
14801 Southwest Parkway, Building 2, Suite 150
Austin, Texas 78735

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____ ____, 20_____

8/01/2020

ENGINEER

RPS Infrastructure Inc.

By _____

Printed Name: John Friedman, PE

Title: Vice President

Date: 7/15, 2020

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

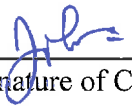
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

RPS Infrastructure, Inc.
Name of Firm



Signature of Certifying Official

John Friedman, PE
Printed Name of Certifying Official

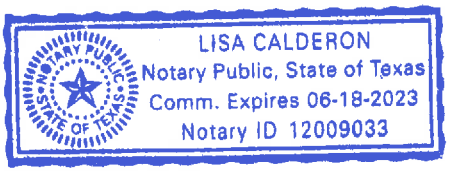
Vice President
Title of Certifying Official

July 06, 2020
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by John Friedman, P.E. the Vice President of RPS Infrastructure Inc. ,on behalf of said firm.



Lisa Calderon

Notary Public in and for the
State of Texas

My commission expires: 6/18/2023

EXHIBIT B

ENGINEERING SERVICES

The RM12-RM 3237 intersection improvement project additional services consist of final design services, bid advertisement services, and construction services for the pavement widening of RM 12 to provide dedicated left and right turn movements from RM 12 to RM 3237, one through travel lane with 4’ shoulder on RM12 in each direction of travel. Reconstruction of the traffic signal at the intersection of RM 12 and RM 3237. Additional design elements include Intersection traffic study, drainage analysis, traffic control, erosion protection, signing, and pavement markings.

Construction Services shall consist of attending monthly construction meetings, responding to requests for information (RFIs). Reviewing and approving shop drawings, Final walk through, and record drawings development.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____

PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:

[Insert Company Name HERE]

By:_____
Signature

_____
Printed Name

_____
Title

COUNTY:

Hays County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

Fee/Rate Schedule

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

EXHIBIT E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/5/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center EPIC Brokers 2700 Post Oak Boulevard, 25th Floor Houston, TX 77056	CONTACT NAME: Nikki Howes		
	PHONE (A/C, No, Ext): 832-476-6313	FAX (A/C, No): 713-629-8666	
	E-MAIL ADDRESS: nikki.howes@epicbrokers.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Lloyds of London A.M. Best #		085202
INSURED RPS Infrastructure, Inc 575 Dairy Ashford Road, Suite 700 Houston TX 77079	INSURER B : First Liberty Insurance Corporation		33588
	INSURER C : Employers Ins Company of Wausau		21458
	INSURER D : ACE American Insurance Company		22667
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 52148294 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR ✓ Professional Liability $1M ✓ Contractors Pollution $1M GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ☐ LOC ☐ OTHER:			EM0015119	11/5/2019	11/5/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Per Project Agg	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000,000
B	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY			AS6-641-439037-029	11/5/2019	11/5/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	✓ **UMBRELLA LIAB** ✓ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 25,000			EM0015219	11/5/2019	11/5/2020	EACH OCCURRENCE AGGREGATE	$ 11,000,000 $ 11,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCC-641-439037-019	11/5/2019	11/5/2020	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Foreign Package			PHFD38249101-005	11/5/2019	11/5/2020	See 2nd Page	
A	Maritime Employer's Liabilty			EM0015319	11/5/2019	11/5/2020	Any One Accident/Illness	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hays County
111 E. San Antonio
Suite 300
San Marcos TX 78666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

KJ Wagner

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AGENCY CUSTOMER ID: RPSAMERI

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Edgewood Partners Insurance Center	RPS Infrastructure, Inc 575 Dairy Ashford Road, Suite 700 Houston TX 77079
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: Hays County

ADDRESS: 111 E. San Antonio Suite 300 San Marcos TX 78666

The Certificate Holder and any other party, if required by a written contract, is included as Additional Insured under all policies except Worker's Compensation, with a Waiver of Subrogation in their favor, under all policies. All policies are Primary and Non-Contributory and have a 30 Day Notice of Cancellation to Certificate Holder.

FOREIGN PACKAGE POLICY #PHFD38249101-005 - 11/5/2019-11/5/2020

Commercial General Liability
$1,000,000 Each Occurrence
$2,000,000 Aggregate / Products Completed Operations
$1,000,000 Premises Damage Limit
$1,000,000 Personal Injury & Advertising Injury

Contingent Auto Liability - $1,000,000 CSL
Hired Car Physical Damage- $40,000 Any One Accident

Contingent Employers Liability- INCLUDES CANADIAN WORKERS
$1,000,000 Each Accident
$1,000,000 Each Employee
$1,000,000 Policy Limit
$1,000,000 Maritime Employers Liability

Insurer A - Lloyds of London-Maritime Employers Liability - Policy # EM0015319-11/05/2019-11/05/2020 - Limit of Liability $1,000,000 Any one Accident or Illness including indemnity and expense. Maritime Coverage includes USL&H, Death on the High Seas, Outer Continental Shelf Lands Act, Jones Act, In REM.

General Liability Includes:
Blanket Additional Insured (Your Work) CG2037; Blanket Additional Insured (Completed Ops) CG2010; Non-Owned Watercraft Coverage; Per Project Aggregate Limits; $5,000,000 Aggregate); Gulf of Mexico / In Rem Endorsement; Blanket Waiver of Subrogation as required by written contract; Underground Resources and Equipment; Primary/Non-Contributory as required by written contract; Separation of Insureds; Coverage for Independent Contractors; Worldwide Coverage
Contractual Liability for Business Contracts; No Exclusions for X,C,U; 30 Day Notice of Cancellation to Certificate Holder except 10 Days for Non-Payment of Premium

Pollution Liability Coverage Includes:
Separation of Insureds; Blanket Additional Insured as required by written contract; Blanket Waiver of Subrogation as required by written contract; Contractual Liability for Business Contracts; Gulf of Mexico / In Rem; Primary / Non-Contributory as required by written contract

Professional Liability Coverage Includes:
Separation of Insureds; Blanket Additional Insured as required by written contract; Blanket Waiver of Subrogation as required by written contract; Contractual Liability for Business Contracts; Gulf of Mexico / In Rem;
Primary / Non-Contributory as required by written contract

Automobile Policy Includes:
Blanket Additional Insured as required by written contract; Blanket Waiver of Subrogation as required by written contract; Employees as Insureds; Blanket Additional Insured and

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AGENCY CUSTOMER ID: RPSAMERI

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Edgewood Partners Insurance Center	RPS Infrastructure, Inc 575 Dairy Ashford Road, Suite 700 Houston TX 77079
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: Hays County

ADDRESS: 111 E. San Antonio Suite 300 San Marcos TX 78666

Loss Payee for Lessors when required; Primary/Non-Contributory; 30 Day Notice of Cancellation to Certificate Holder

Worker's Compensation Policy Includes:
USL&H; Outer Continental Shelf Lands Act Endorsement; Maritime Employer's Liability; Voluntary Compensation; Alternate Employer; Blanket Waiver of Subrogation as required by written contract; All States Coverage; Stop Gap Coverage for monopolistic States; 30 Day Notice of Cancellation to Certificate Holder.

Umbrella/Excess Policy Includes:
Follow form of all underlying policies shown on certificate: General Liability, Professional Liability, Pollution, Employer's Liability, Auto Liability, Maritime (MEL), and Foreign Package; Drop down coverage; Separation of Insureds; Blanket Additional Insured as required by written contract; 30 Day Notice of Cancellation to Certificate Holder; Blanket Waiver of Subrogation as required by written contract; Primary / Non-Contributory as required by written contract.

All carriers are rated "A" or higher by A. M. Best's.

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Hays County
House Bill 89 Verification

I, John Friedman (hereafter referred to as "Person"), the undersigned representative of RPS Infrastructure, Inc. (hereafter referred to as "Company") being a person 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.*

7/15/2020
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 15th day of July, 2020 personally appeared John Friedman, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

LISA CALDERON
Notary Public, State of Texas
Comm. Expires 06-18-2023
Notary ID 12009033

Lisa Calderon
NOTARY SIGNATURE

7/15/20
Date

Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

Employee Name Title

Section B: Former Hays County Employee

Employee Name Title Date of Separation from County

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

Employee or Former Employee Name Title

Name of Related Person Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below: RPS Infrastructure, Inc. staff have no relationships with Hays County staff in accordance with the sections described above.

Attach additional pages if necessary.

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

RPS Infrastructure
Name of Vendor

Signature of Certifying Official

Vice President
Title of Certifying Official

John Friedman, PE
Printed Name of Certifying Official

7/15/2020
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.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Change Order No. 1 to a Contract between Hays County and RPS Infrastructure, Inc. on the RM 12 at RM 3237 Intersection project in Precinct 3 as part of the 2016 Road Bond Program executed on or about April 9, 2019.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	August 11, 2020	$0.00

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding, P.E., Transportation Director	SHELL	N/A

SUMMARY

A change order requesting 375 additional project calendar days on the RM 12 & RM 3237 Intersection Improvements [25-870-020] Road Bond Project to allow addition of an intersection traffic analysis report, deletion of RM 3237 northbound acceleration lane, addition of RM 12 eastbound turn lane, Changes to required document for environmental studies and additional Right of Way Acquisition.

Hays County Transportation Department Change Order Request Form

Date: July 24, 2020 Contract Performance Date: April 9, 2019

Project Name: RM12 & RM3237 Intersection Improvements

Contract number:

Contractor/Consultant: RPS Infrastructure, Inc.

Change Order Number: 01

Change in Scope Necessitating Change-Order:

Addition of an intersection traffic analysis report, deletion of RM 3237 northbound acceleration lane, addition of RM12 eastbound turn lane, Changes to required document for environment studies and additional Right of Way Acquisition.

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount:	$ 383,426.00
Net Amount of Previously Authorized Change Order:	$ 0.00
Net Amount for this requested change order:	$ 0.00
Total Contract Amount with all change orders:	$ 383,426.00
Original Contract Performance Length:	502 Days
Net previous schedule change orders:	0 Days
Net Schedule adjustment requested this change order:	375 Days
Total performance days with change orders:	877 Days

Contractor: John Friedman - RPS Sign: Date: 7-24-2020

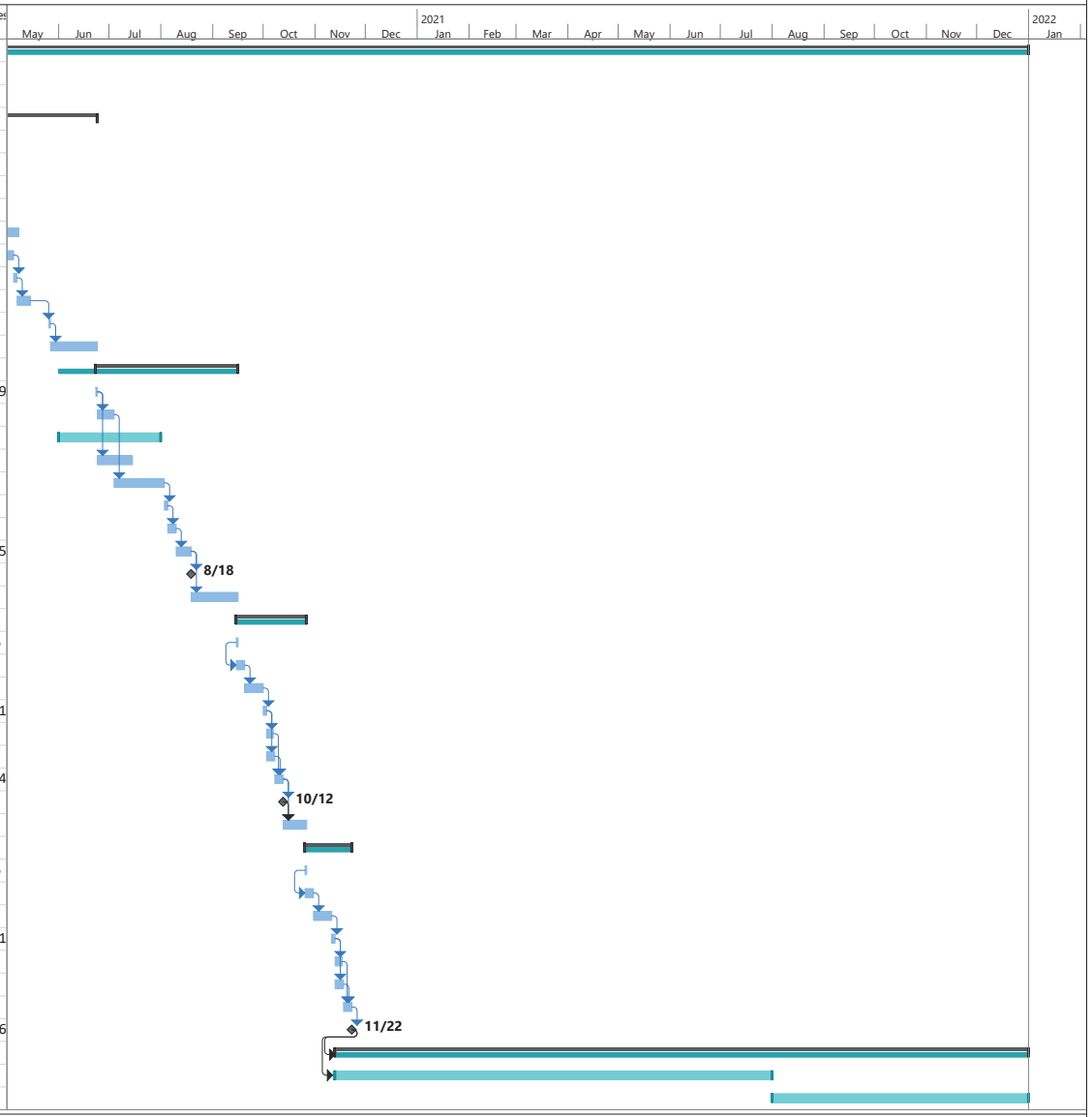
Hays County: Sign: Date:

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

8/01/2020

EXHIBIT C — **RM 12-RM 3237 Intersection Improvements**

ID	Task Name	Duration	Est Start	Est Finish	Predeces	Succes
1	**RM 12-RM 3237 Inersection Improvements**	**998 days?**	**Tue 4/9/19**	**Fri 12/31/21**		
2	Notice to Proceed	1 day	Tue 4/9/19	Tue 4/9/19		
3	County Kick-off Meeting	0 days	Tue 7/2/19	Tue 7/2/19		
4	**Work Product 1 - 30% Design**	**401 days**	**Mon 5/20/19**	**Tue 6/23/20**		
5	Environmental Field Studies, Assessments & Reports	347 days	Mon 5/20/19	Thu 4/30/20		
6	Field Investigation & Data Collection	7 days	Mon 5/27/19	Sun 6/2/19		
7	Geotechnical Investigation & Report Preparation	85 days	Mon 6/10/19	Fri 10/18/19		
8	SUE investigation	55 days	Mon 6/10/19	Fri 8/16/19		
9	30% Work product Preparation	333 days	Mon 6/10/19	Thu 5/7/20		
10	Develop 30% Cost Estimate	7 days	Tue 4/28/20	Mon 5/4/20		11
11	Quality Control Review	2 days	Tue 5/5/20	Wed 5/6/20	10	12
12	Finalize 30% Submittal	8 days	Thu 5/7/20	Thu 5/14/20	11	13
13	**WP 1 - 30% Submittal to Hays County**	1 day	Tue 5/26/20	Tue 5/26/20	12	14
14	Hays County/TxDOT 30% PS&E review	28 days	Wed 5/27/20	Tue 6/23/20	13	
15	**Work Product 2 - 60% Design**	**85 days**	**Tue 6/23/20**	**Tue 9/15/20**		
16	NTP Work Product 2 - 60% Design	1 day	Tue 6/23/20	Tue 6/23/20		17,19
17	Respond and Revise Plans per County 60% Comments	10 days	Wed 6/24/20	Fri 7/3/20	16	20
18	CO#1 Environmental Field Studies, Assessments, & Report	61 days	Mon 6/1/20	Fri 7/31/20		
19	Prepare for & Attend Public Meeting	21 days	Wed 6/24/20	Tue 7/14/20	16	
20	Develop 60% Plans	30 days	Sat 7/4/20	Sun 8/2/20	17	21
21	Develop 60% Cost Estimate	2 days	Mon 8/3/20	Tue 8/4/20	20	22
22	Quality Control Review	5 days	Wed 8/5/20	Sun 8/9/20	21	23
23	Finalize 60% Submittal	9 days	Mon 8/10/20	Tue 8/18/20	22	24,25
24	**WP 2 - 60% Submittal to Hays County**	0 days	Tue 8/18/20	Tue 8/18/20	23	
25	Hays County/TxDOT 60% PS&E review	28 days	Wed 8/19/20	Tue 9/15/20	23	
26	**Work Product 3 - 90% Design**	**42 days**	**Tue 9/15/20**	**Mon 10/26/20**		
27	NTP Work Product 3 - 90% Design	1 day	Tue 9/15/20	Tue 9/15/20		28SS
28	Respond and Revise Plans per County 60% Comments	5 days	Tue 9/15/20	Sat 9/19/20	27SS	29
29	Develop 90% Plans	11 days	Sun 9/20/20	Wed 9/30/20	28	30
30	Develop 90% Cost Estimate	2 days	Thu 10/1/20	Fri 10/2/20	29	32,31
31	Obtain Final Permits	4 days	Sat 10/3/20	Tue 10/6/20	30	33
32	Quality Control Review	5 days	Sat 10/3/20	Wed 10/7/20	30	33
33	Finalize 90% Submittal	5 days	Thu 10/8/20	Mon 10/12/20	32,31	35,34
34	**WP 3 - 90% Submittal to Hays County**	0 days	Mon 10/12/20	Mon 10/12/20	33	35
35	Hays CountyTxDOT 90% PS&E review	14 days	Tue 10/13/20	Mon 10/26/20	33,34	
36	**Work Product 4 - 100% Design**	**28 days?**	**Mon 10/26/20**	**Sun 11/22/20**		
37	NTP Work Product 4 - 100% Design	1 day	Mon 10/26/20	Mon 10/26/20		38SS
38	Respond and Revise Plans per County 90% Comments	5 days	Mon 10/26/20	Fri 10/30/20	37SS	39
39	Develop 100% Plans	11 days	Sat 10/31/20	Tue 11/10/20	38	40
40	Develop 100% Cost Estimate	2 days	Wed 11/11/20	Thu 11/12/20	39	42,41
41	Obtain Final Permits	4 days	Fri 11/13/20	Mon 11/16/20	40	43
42	Quality Control Review	5 days	Fri 11/13/20	Tue 11/17/20	40	43
43	Finalize 100% Submittal	5 days	Wed 11/18/20	Sun 11/22/20	41,42	44
44	**WP 4 - 100% Submittal to Hays County/TXDOT**	0 days	Sun 11/22/20	Sun 11/22/20	43	45,46
45	**Post Design Services**	**414 days**	**Fri 11/13/20**	**Fri 12/31/21**	**44**	
46	Bid Advertisement Services	261 days	Fri 11/13/20	Sat 7/31/21	44	
47	Construction Services	153 days	Sun 8/1/21	Fri 12/31/21		



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discuss and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Cobb, Fendley & Associates, Inc. to provide engineering design and ROW acquisition services on the Winters Mill Intersection Improvements at RM 12 and RM 3237 project in Precinct 3 as part of the 2016 Road Bond Project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	August 11, 2020	$250,000.00

LINE ITEM NUMBER

034-803-96-769]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding, Transportation Director	SHELL	N/A

SUMMARY

New PSA is for updating traffic signal warrant study and 60% drainage design to address Atlas 14, as well as cross sections and ROW acquisition services for safety improvements at the intersections of Winters Mill with RM 12 and RM 3237. This new PSA/contract is in addition to the current contract executed 6/4/2019. This new contract will be paid for with Road Bond budget [19-769-034].

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Cobb Fendley & Associates, Inc.** **("Engineer")**
ADDRESS: **505 E Huntland Drive, Suite 100, Austin, TX 78752**
PROJECT: **Winters Mill Pkwy at RM 3237 and RM 12 Safety Improvements Additional Work ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Hays County Design Criteria & Project Development Manual, latest edition
I. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Hays County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed, or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **two-hundred fifty thousand Dollars ($250,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

CobbFendley & Associates, Inc.
Attn: Julie Hastings, PE
505 E Huntland Drive, Suite 100
Austin, Texas 78752

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the Contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Hays County Auditor
   c/o: Vickie G. Dorsett
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666

   With copy to: HNTB Corporation
   Attn: Michael Weaver
   701 Brazos, Suite 450
   Austin, Texas 78701

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

With copy to: HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701
Attn: Michael Weaver

and to: Office of General Counsel
Hays County
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Engineer: CobbFendley & Associates, Inc.
Attn: Julie Hastings, PE
505 E Huntland Drive, Suite 100
Austin, Texas 78752

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not

preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____ ____, 20____

8/04/2020

ENGINEER

CobbFendley & Associates, Inc.

By DWARTH

Printed Name: DAN WARTH

Title: EXECUTIVE VICE PRESIDENT

Date: July 14, 2020

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Cobb Fendley & Associates, Inc
Name of Firm

DWARH
Signature of Certifying Official

DAN WARTH
Printed Name of Certifying Official

EXECUTIVE VICE PRESIDENT
Title of Certifying Official

July 14, 2020
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by DAN WARTH _____ the 14th _____ of July, 2020 ,on behalf of said firm.

Brandy Harbolt
Notary Public in and for the
State of Texas

BRANDY LYNN HARBOLT
Notary Public, State of Texas
Comm. Expires 08-23-2020
Notary ID 126502444

My commission expires: 8/23/20

EXHIBIT B

ENGINEERING SERVICES

The Engineer will complete design and preparation of plans, specifications, and estimate (PS&E), and limited bid and construction phase services, for the Project. The Project generally includes Project Coordination with Hays County and TxDOT, traffic analysis, design, bid, and construction for safety improvements at the intersections of Winters Mill at RM 12 and RM 3237. Anticipated improvements could include:

- Traffic Studies,
- Intersection improvements at Winters Mill and RM 12,
- Traffic Signal relocation at Winters Mill and RM 12,
- Intersection improvements including addition of acceleration / deceleration lanes at Winters Mill and RM 3237,
- Traffic Signal at Winters Mill and RM 3237
- Related improvements at each intersection to include storm sewer design, sidewalk modifications, and signing and pavement markings.

The Engineer will develop the Project in coordination with TxDOT following applicable TxDOT procedures and project development manuals current at the time of this Contract. The Engineer will design the Project to meet TxDOT Roadway Design Manual guidelines and will submit all deliverables to TxDOT and the County for review and approval, including LGPP submittal documents.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:

[Insert Company Name HERE]

By:_____
Signature

_____
Printed Name

_____
Title

_____
Date

COUNTY:

Hays County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

Fee/Rate Schedule

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

EXHIBIT E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Client#: 153896 COBBFEND

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Shelly Brandman/Michelle Weweh	
USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	PHONE (A/C, No, Ext): 713 490-4600	FAX (A/C, No):
	E-MAIL ADDRESS: shelly.brandman@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : Travelers Property Cas. Co. of America	25674
INSURER C : Berkley Insurance Company	32603
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Cobb, Fendley & Associates, Inc.
13430 Northwest Frwy, Suite 1100
Houston, TX 77040

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			6072140890	07/10/2020	07/10/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $150,000 $15,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			6072140873	07/10/2020	07/10/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10,000			ZUP21P28800	07/10/2020	07/10/2021	EACH OCCURRENCE AGGREGATE $	$12,000,000 $12,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6072140842	07/10/2020	07/10/2021	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional Liability			AEC903777005	07/10/2020	07/10/2021	$5,000,000 Per Claim $5,000,000 Annl Aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policies includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

The General Liability and Automobile Liability policies contain a special endorsement with "Primary and (See Attached Descriptions)

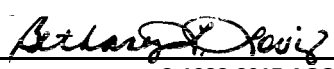
CERTIFICATE HOLDER

Hays County Auditor
Attn: Vickie G. Dorsett
712 South Stagecoach Trail, Suite 1071
San Marcos, TX 78666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Noncontributory" wording.

The General Liability, Automobile, Workers Compensation, and Professional Liability policies provide a Blanket Waiver of Subrogation when required by written contract.

The General Liability, Automobile, Workers Compensation, Umbrella Liability, and Professional Liability policies include an endorsement providing that 30 days notice of cancellation for reasons other than non-payment of premium and 10 days notice of cancellation for nonpayment of premium will be given to the Certificate Holder by the Insurance Carrier.

The Umbrella Liability policy follows form.

RE: Professional Engineering Services: Winters Mill Parkway At RM 3237 and RM 12; Safety Improvements Additional Work.
Additional Insured includes: Hays County and its directors, officers and employees.

CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: Dan Warth, PE | Executive Vice President

COMPANY NAME: CobbFendley & Associates, Inc.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2020-643686

Date Filed:
07/13/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Cobb, Fendley & Associates, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hays County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Winters Mill Pkwy
Professional Engineering Services; RM 3237 and RM 12 Safety Improvements Additional Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Silver, Monica	Houston, TX United States	X	
Bostwick, J. Cal	Frisco, TX United States	X	
Warth, Dan	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Dan Warth, and my date of birth is 5/29/1960.

My address is 505 E. Huntland Drive, Suite 100 (street), Austin (city), TX (state), 78752 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, **State of** Texas, **on the** 13th **day of** July (month), 2020 (year).

DWSBH

Signature of authorized agent of contracting business entity
(Declarant)

Hays County
House Bill 89 Verification

I, Dan Warth (Person name), the undersigned

representative of (Company or Business name) CobbFendley & Associates, Inc.

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

July 14, 2020
DATE

DWARH
SIGNATURE OF COMPANY REPRESENTATIVE

On this the 14 day of July, 2020, personally appeared DAN WARTH, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Brandy Harbolt
NOTARY SIGNATURE

7/14/20
Date

BRANDY LYNN HARBOLT
Notary Public, State of Texas
Comm. Expires 08-23-2020
Notary ID 126502444

Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

Employee Name Title

Section B: Former Hays County Employee

Employee Name Title Date of Separation from County

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

Employee or Former Employee Name Title

Name of Related Person Title Relationship

Section D: No Known Relationships

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

Attach additional pages if necessary.

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

CobbFendley & Associates, Inc.
Name of Vendor

DWJABM
Signature of Certifying Official

Executive Vice President
Title of Certifying Official

Dan Warth
Printed Name of Certifying Official

July 14, 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.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Contract Amendment No. 1 with Doucet & Associates, Inc. for the Darden Hill Road (FM1826 to Sawyer Ranch Road) widening and turn lanes project as part of the 2016 Road Bond Program executed on or about October 30, 2018.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	August 11, 2020	$145,200.00

LINE ITEM NUMBER

034-804-96-867.

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding, Transportation Director	SMITH	N/A

SUMMARY

This Contract Amendment increases the contract compensation cap by $145,200.00 from $580,800.00 to $726,000.00. This will allow for the execution of Supplemental #2 to Work Authorization #1 which authorizes the Phase 1 Roundabout design of Darden Hill at Sawyer Ranch Road near the new school opening. This effort will be funded through the 2016 Road Bond Program project number 20-867-034.

CONTRACT AMENDMENT NO. _1_
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

HAYS COUNTY ROAD BOND PROJECT:
Darden Hill Road – widening & turn lanes (FM 1826 to Sawyer Ranch Road) **("Project")**

THIS CONTRACT AMENDMENT NO. _1_ to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _Doucet & Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective October 30, 2018 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $580,800.00; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $580,800.00 to $726,000.00.

II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

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

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

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
C. L. Roy Mynier	_____
Printed Name	Printed Name
Division Manager – Transportation	_____
Title	Title
7/29/20	_____
Date	Date

08/03/2020

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

Discussion and possible action to award contracts for IFB 2020-B09 Roadway Improvements - Hot Mix Overlay to Bennett Paving, Inc.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	August 11, 2020	

LINE ITEM NUMBER

5448-010

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	JONES	SMITH

SUMMARY

Purchasing received four bids pursuant to IFB 2020-B09 Road Improvements - Hot Mix Overlay. The Transportation Department has reviewed the bids submitted and Bennett Paving, Inc. appears to be a responsible bidder. The recommendation is to award the contract to Bennett Paving, Inc.

Attached: IFB 2020-B09 Road Improvements - Hot Mix Overlay Contract

	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: Mailing Address:	Bennett Paving, Inc. P.O. Box 2309 Leander, TX 78646	Name: Title: Email Address: Phone No.:	Bryan Bennett President bryan@bennettpavingtx.com
Signature:		Date: 08/03/2020	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	Bryan Bennett bryan@bennettpavingtx.com 512-450-3186		

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s): All items per Bid Sheet	Contract Amount: Pricing per bid sheet
Vendor: 13690		Term of Contract: Aug 2020 - Sept. 2020
This contract issued pursuant to award made by Commissioners Court on:	Date: August 11, 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

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: City of Lago Vista

Address: 5803 Thunderbird Street, Lago Vista, TX 78645

Contact Person and Title: Eric Belaj - City Engineer

Phone Number: 512-267-1155

Scope & Duration of Contract: Asphalt Paving, 2 Weeks

REFERENCE TWO

Company Name: McCoy's Building Supply

Address: 1350 IH 35 N, San Marcos, TX 78667

Contact Person and Title: Carlos Garcia - Construction Manager

Phone Number: 512-395-6644

Scope & Duration of Contract: Aphalt Paving, 2 Weeks

REFERENCE THREE

Company Name: Circuit of the Americas

Address: 9201 Circuit of the Americas Blvd, Austin, TX 78617

Contact Person and Title: Duane Hickman - Grounds Manager

Phone Number: 512-969-7950

Scope & Duration of Contract: Asphalt Paving, 30 Days

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2020-649590

Date Filed:
07/27/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Bennett Paving, Inc.
Leander, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hays County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
IFB 2020-B09
Asphalt Paving

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Bennett Paving, Inc.	Leander, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Bryan Bennett, and my date of birth is 07/02/1974.

My address is 23004 Windy Valley Road (street), Leander (city), TX (state), 78641 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 27th day of July (month), 2020 (year).

Signature of authorized agent of contracting business entity
(Declarant)

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

Bennett Paving, Inc.

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 Signature of vendor doing business with the governmental entity — Date: 08/03/2020

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: Bryan Bennett - President

COMPANY NAME: Bennett Paving, Inc.

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

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

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

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

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

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

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

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

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

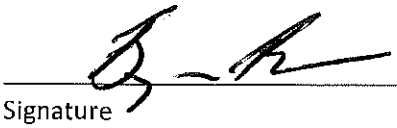
    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.

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

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

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

Sign for acknowledgement of the Hays County HUB Practices:



Signature

08/03/2020

Date

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the City of Austin (COA), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to remain certified with the COA, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the COA in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the COA and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the COA, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) that will provide you with addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1742956223800**
File/Vendor Number:	**00271**
Approval Date:	**21-DEC-2017**
Scheduled Expiration Date:	**21-DEC-2020**

In accordance with the Memorandum of Agreement between the
City of Austin (COA)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

JAG TRUCKING INC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 28-DEC-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COA's program, you must immediately (within 30 days of such changes) notify the COA's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COA's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/16

The City of Austin
Small & Minority Business Resources Department affirms that

Jag Trucking, Inc.

meets all the criteria established by the City of Austin Minority-Owned and Women-Owned Business Enterprise Procurement Program and is certified as a

Minority-Owned Business Enterprise

by the City of Austin.

Veronica Briseño, Director
Small & Minority Business Resources Department

VENDOR CODE: JAG8307217

EXPIRATION DATE:
12/21/2020

Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year. Verification of certification status can be obtained by calling (512) 974-7645.

X. Hays County House Bill 89 Verification

I, Bryan Bennett (Person name), the undersigned representative of Bennett Paving, Inc. (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

07/31/2020
Date

On this 31st day of July, 2020, personally appeared Bryan Bennett, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Lola T. Greeson
Notary Public in and for the State of Texas

07/31/2020
Date

LOLA T. GREESON
ID #8825122
My Commission Expires
October 23, 2021

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.

Bennett Paving, Inc.

Company Name

2020-B09

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:

   X 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

Bennett Paving, Inc.
Name of Contracting Company

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

N/A

Signature of Company Official Authorizing Bid/Offer

Bryan Bennett
Printed Name

President
Title

bryan@bennettpavingtx.com
Email Address

512-450-3186
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:

N/A - No Relationships

Attach additional pages if necessary.

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

Bennett Paving, Inc.

Name of Vendor

Signature of Certifying Official

President

Title of Certifying Official

Bryan Bennett

Printed Name of Certifying Official

08/03/2020

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.

Bond No. Bid Bond

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Bennett Paving, Inc. as principal, hereinafter called the "Principal," and **MARKEL INSURANCE COMPANY**, at 4521 Highwood Parkway, Glen Allen VA 23060 , as surety, hereinafter called the "Surety," are held and firmly bound unto Hays County as obligee, hereinafter called the Obligee, in the sum of Five Percent (5 %) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Road Improvement; Hot Mix Overlay.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 3rd day of August, 20 20.

Bennett Paving, Inc.
(Principal)

BY: _____

TITLE: President

Markel Insurance Company

BY: _____
April M Terbay , Attorney-in-Fact

THE RIDER ATTACHED HERETO IS INCORPORATED IN THIS BOND AND MODIFIES COVERAGE UNDER THIS BOND.

MSUR10 03 18

POA# 4221197

Markel Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That MARKEL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint

Sheila Pennington Noxon, Joy Holten, James F. Siddons, April M Terbay, Patrick L. Watkins, Rodney T. Watkins, Andrew Webb

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings of other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution of the Board of Directors of Markel Insurance Company:

RESOLVED, that the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary or Assistant Treasurer shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for on behalf of the Company, subject to the following provisions:
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Secretary.
FURTHER RESOLVED, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

In Witness Whereof, MARKEL INSURANCE COMPANY has caused these presents to be signed by its Senior Vice President, and its corporate seal to be hereto affixed this 6th day of September 20 19 .

MARKEL INSURANCE COMPANY

By: _____
Robin Russo, Senior Vice President

Commonwealth of Virginia
Henrico County

On this 6th day of September, 20 19 before me personally came Robin Russo, to me known, who being by me duly sworn, did depose and say that he resides in Henrico County, Virginia, the he is Senior Vice President of MARKEL INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

NOTARY PUBLIC STATE OF TEXAS
Casey Gauntt
Notary Public, State of Texas
Notary ID# 12291380
My Commission Expires
March 30, 2021

By: _____
Casey Gauntt, Notary Public

I, Richard R. Grinnan, Vice President and Secretary of MARKEL INSURANCE COMPANY, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and, furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Glen Allen, Virginia this 3rd day of August, 2020.

By: _____
Richard R. Grinnan,
Vice President and Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221197
For verification of the authority of this Power you may call (713) 812-0800 on any business day between 8:30 AM and 5:00 PM CST.

Markel Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

Markel Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2283

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

Vickie G. Dorsett
Assistant County Auditor
vickie.dorsett@co.hays.tx.us

July 20, 2020

ADDENDUM #1
IFB 2020-B09 Road Improvements – Hot Mix Overlay

Please find attached Addendum #1 to **IFB 2020-B09 Road Improvements – Hot Mix Overlay.**

Attachments to this addendum:

- Pre-Bid Zoom Information

Acknowledge receipt of this addendum by signing and returning this page with your proposal.

Signature

Bennett Paving, Inc. 08/03/2020

Company Name Date

Addendum #1
IFB 2020-B09 Road Improvements – Hot Mix Overlay
Pre-Bid Meeting

Pre-Bid Meeting

- Thursday, July 23, 2020 @ 3:00 PM (CT)

- The pre-bid meeting is not mandatory

- Zoom Option:
  Join Zoom Meeting
  https://zoom.us/j/94582798613?pwd=NktvTXBqVjIzSDJ5Tm9peFJRWi96Zz09
  Meeting ID: 945 8279 8613
  Passcode: 3BTMyS

- In-Person Option:
  Hays County Transportation Department
  2171 Yarrington Road
  San Marcos, TX 78666

OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2283

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

Vickie G. Dorsett
Assistant County Auditor
vickie.dorsett@co.hays.tx.us

July 28, 2020

ADDENDUM #2
IFB 2020-B09 Road Improvements – Hot Mix Overlay &
IFB 2020-B16 Road improvements – Remove & Replace Hot Mix

Please find attached Addendum #2 to **IFB 2020-B09 Road Improvements – Hot Mix Overlay & IFB 2020-B16 Road improvements – Remove & Replace Hot Mix.** Most questions were submitted together for both solicitations, so all questions and answers are below for both. If a question was asked for a specific solicitation it is noted on the question. All Questions were answered by Hays County.

Attachments to this addendum:

- Questions & Answers

Acknowledge receipt of this addendum by signing and returning this page with your proposal.

Signature

Bennett Paving, Inc. — Company Name

08/03/2020 — Date

Addendum #2
IFB 2020-B09 Road Improvements – Hot Mix Overlay & IFB 2020-B16 Road improvements – Remove & Replace Hot Mix
Questions & Answers

Questions & Answers

1. I know that Hays County recently switched to BidNet Direct, an online bidding company, as of March 24, 2020 due to the Covid-19 pandemic and you are still trying to work through some of the issues with doing so. As you know, the bid documents for these two (2) projects, IFB 2020-B09 and IFB 2020 B16 require a Bid Bond in the amount of 5% of the Greatest Amount Bid (GAB) to be submitted with the Respondent's Bid Proposal. How are we to upload the Bid Bond into BidNet Direct? There is not a particular area in BidNet Direct to upload the Bid Security and they are not set up to upload an electronic Bid Bond such as Surety 2000, or Sure Path (just to name a few).
   - Upload the bond documents under the solicitation along with your bid packet.

   Is Hays County expecting the Contractor to upload a copy of the Bid Bond (hard copy) into BidNet Direct? If so, is there a time requirement for the Original Bid Bond to be mailed/delivered to Hays County. I could not find any of this information within the Bid Packages or on BidNet Direct.
   - If you choose to upload electronically, we will only ask for the hard copy from the awarded vendor.

2. Also, according to the Solicitation, Offer and Award page, "Respondents are to submit bids as listed: one (1) original and one (1) digital copy on a thumb drive". Of course this is not practical with an electronically submitted Bid Proposal from the Respondent. Will Hays County still require that the digital copy (thumb drive) be submitted after the bids are received or is this requirement waived? If it is still required, what is the time limitation for submittal of the Hard copy of the Bid Proposal and the thumb drive?
   - If a vendor chooses to upload an electronic bid packet through BidNet Direct a thumb drive nor original bid packet is not required to send to the Hays County Purchasing Department.

3. Since Hays County is receiving bid proposals via BidNet Direct, how long will it take to get the bid results for each project? How will the Bid Results be made available to the Respondents?
   - We will have a live bid reading for those vendors who choose to show up. Once that has been completed then the Purchasing Department will upload the bid tabulation to the Hays county Website within an hour of the bid opening: https://hayscountytx.com/departments/auditor/purchasing/bidding-opportunities/ As well as BidNet Direct. Due to the process of having to add vendors to BidNet Direct this typically can take up to 1-2 hours to get everyone added along with their bid total, depending on how many responses we receive.

4. (IFB 2020-B09) Bid Dates and Times are correct.
   - Bid Dates and times are correct, please see page 1 & Page 3 of the solicitation.

5. (IFB 2020-B09) The budget estimate for the cost of construction

- We do not have an estimated cost.

6. **I need to provide our surety company and estimate of the job for the bid bonds. Will you please email me an estimate for IFB 2020-B09 and IFB 2020-B16 Road Improvements.**
   - 5% Bid Bond should be 5% of your total bid price.

7. **(IFB 2020-B09) What are the working hours, ?**
   - 7:00 Am – 5:30 PM (Monday through Friday), Saturdays could be an option with approval from the Hays County Road Department.

8. **(IFB 2020-B09) The areas being reconstructed would they need to prime the roads.**
   - The roads will already be primed by the County, the vendor will need to apply the tack coat before paving.

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:

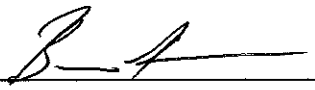
- Pricing per ton should include a turn-key install and include all cost of the project.
- Submit bid pricing as cost per ton for total tonnage of all locations combined.

Subdivision	Price per Ton	Estimated Tons*	Total Job Cost
Dove Hollow Estates	$ 87.00	**2301**	$ 200,187.00
Oak Forest	$ 87.00	**4094**	$ 356,178.00
Signal Hills	$ 87.00	**3349**	$ 291,363.00
		Total Bid of all 3 jobs	$ 847,728.00

Total amount of bid (written out): eight hundred forty seven thousand, seven hundred twenty eight dollars and zero cents.

*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)

Bryan Bennett - President 08/03/2020

(Printed name and title of signer) (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

Discussion and possible action to award contracts for IFB 2020-B16 Roadway Improvements - Remove & Replace Hot Mix to Turner Paving & Construction Inc.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	August 11, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	JONES	SMITH

SUMMARY

Purchasing received four bids pursuant to IFB 2020-B16 Road Improvements - Remove & Replace Hot Mix Overlay. The Transportation Department has reviewed the bids submitted and Turner Paving & Construction, Inc. appears to be a responsible bidder. The recommendation is to award the contract to Turner Paving & Construction Inc.

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

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:	Turner Paving & Construction Inc.	Name:	R Scott Turner
Mailing Address:	10610 Tower Oaks Blvd Houston, Texas 77070	Title:	President
		Email Address:	tpcpave@sbcglobal.net
		Phone No.:	281-897-0197
Signature:		Date:	July 30, 2020

Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	Scott Turner	tpcpave@sbcglobal.net	281-897-0197

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
	All items per Bid Sheet	Pricing per bid sheet
Vendor: 13091		Term of Contract: Aug 2020 - Sept. 2020
This contract issued pursuant to award made by Commissioners Court on:	Date: August 11, 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

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Attachment A: IFB 2020-B16 Bid Form

Attachment B: General Location Maps

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 Trial, 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 23, 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 23, 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) **Late bids will not be accepted.**
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

RESPONSIBILTY: 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 fight to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. TERMINATION FOR 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

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:

X 1. Solicitation, Offer and Award completed and signed

X 2. Vendor Reference Form

X 3. Form 1295 (Certificate of Interested Parties) filed online with the Texas Ethics Commission and signed

X 4. Conflict of Interest Questionnaire completed and signed

X 5. Code of Ethics signed

X 6. HUB Practices signed

X 7. House Bill 89 Verification signed and notarized

X 8. Senate Bill 252 Certification

X 9. Vendor/Bidder's Affirmation completed and signed

X 10. Related Parties Disclosure Form signed

X 11. Bid Bond for 5% of total bid amount

X 12. Any addenda applicable to this solicitation

X 13. Completed bid form

X 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

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: Cintas Corp

Address: 20333 State Highway 249, Houston, Texas 77070

Contact Person and Title: Jay Case VP

Phone Number: 713-417-6257

Scope & Duration of Contract: Asphalt, Concrete, Seal Coat, Striping, New Construction, Renovations

REFERENCE TWO

Company Name: CivilTech Engineering

Address: 11821 Telge Road, Cypress, Texas 77429

Contact Person and Title: Larry Goldberg Director

Phone Number: 713-824-5499

Scope & Duration of Contract: Concrete, Asphalt, Engineering

REFERENCE THREE

Company Name: Aggregate Technologies

Address: 10700 Tower Oaks Blvd, Houston, Texas 77070

Contact Person and Title: Ronnie Wills Owner

Phone Number: 281-850-2952

Scope & Duration of Contract: Concrete, Site Work, Striping

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2020-651757

Date Filed:
07/31/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Turner Paving & Construction Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hays County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB 2020-B16
Remove & Replace Hot Mix

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is R Scott Turner, and my date of birth is 7/22/1961.

My address is 10610 Tower Oaks Blvd (street), Houston (city), Tx (state), 77070 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 30th day of July (month), 2020 (year).

Signature of authorized agent of contracting business entity
(Declarant)

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.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Turner Paving & Construction Inc.

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

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

None
Name of Officer

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

No conflict of interest exist.

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

July 30, 2020
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: R Scott Turner President

COMPANY NAME: Turner Paving & Construction Inc.

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

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

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

Sign for acknowledgement of the Hays County HUB Practices:

Signature

July 30, 2020

Date

X. Hays County House Bill 89 Verification

I, R Scott Turner (Person name), the undersigned representative of Turner Paving & Construction Inc. (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

July 30, 2020
Date

On this 30th day of July, 20 20, personally appeared R Scott Turner, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

DIANNA L JOHNSON
My Notary ID # 2276673
Expires July 23, 2023

Notary Public in and for the State of Texas

July 30, 2020
Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

On this day, I, R Scott Turner, 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.

Turner Paving & Construction Inc.
Company Name

2020-B16
IFB or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

July 30, 2020
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;

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

Turner Paving & Construction Inc.
Name of Contracting Company

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

_____

Signature of Company Official Authorizing Bid/Offer

R Scott Turner
Printed Name

President
Title

tpcpave@sbcglobal.net
Email Address

281-897-0197
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

None

Employee Name Title

Section B: Former Hays County Employee

None

Employee Name Title Date of Separation from County

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

None

Employee or Former Employee Name Title

Name of Related Person Title Relationship

Section D: No Known Relationships

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

No relationships in accordance with the above exist or are known to exist.

Attach additional pages if necessary.

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

Turner Paving & Construction Inc.
Name of Vendor

Signature of Certifying Official

President
Title of Certifying Official

R Scott Turner
Printed Name of Certifying Official

July 30, 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.

OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2283

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

Vickie G. Dorsett
Assistant County Auditor
vickie.dorsett@co.hays.tx.us

July 20, 2020

ADDENDUM #1
IFB 2020-B16 Road Improvements – Remove & Replace Hot Mix

Please find attached Addendum #1 to **IFB 2020-B16 Road Improvements – Remove & Replace Hot Mix.**

Attachments to this addendum:

- Pre-Bid Zoom Information

Acknowledge receipt of this addendum by signing and returning this page with your proposal.

Signature

Turner Paving & Construction Inc.
Company Name

July 30, 2020
Date

Addendum #1
IFB 2020-B16 Road Improvements – Remove & Replace Hot Mix
Pre-Bid Meeting

Pre-Bid Meeting

- Thursday, July 23, 2020 @ 1:30 PM (CT)

- The pre-bid meeting is not mandatory

- Zoom Option:
  Join Zoom Meeting
  https://zoom.us/j/92175286248?pwd=T2RWOGZhMVVvU3dDTnVnN2o4Mk1vUT09
  Meeting ID: 921 7528 6248
  Passcode: 8TWRkK

- In-Person Option:
  Hays County Transportation Department
  2171 Yarrington Road
  San Marcos, TX 78666

OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2283

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

Vickie G. Dorsett
Assistant County Auditor
vickie.dorsett@co.hays.tx.us

July 28, 2020

ADDENDUM #2
IFB 2020-B09 Road Improvements – Hot Mix Overlay &
IFB 2020-B16 Road improvements – Remove & Replace Hot Mix

Please find attached Addendum #2 to **IFB 2020-B09 Road Improvements – Hot Mix Overlay & IFB 2020-B16 Road improvements – Remove & Replace Hot Mix.** Most questions were submitted together for both solicitations, so all questions and answers are below for both. If a question was asked for a specific solicitation it is noted on the question. All Questions were answered by Hays County.

Attachments to this addendum:

- Questions & Answers

Acknowledge receipt of this addendum by signing and returning this page with your proposal.

Signature

Turner Paving & Construction Inc.
Company Name

July 30, 2020
Date

Addendum #2
IFB 2020-B09 Road Improvements – Hot Mix Overlay & IFB 2020-B16 Road improvements – Remove & Replace Hot Mix
Questions & Answers

Questions & Answers

1. I know that Hays County recently switched to BidNet Direct, an online bidding company, as of March 24, 2020 due to the Covid-19 pandemic and you are still trying to work through some of the issues with doing so. As you know, the bid documents for these two (2) projects, IFB 2020-B09 and IFB 2020 B16 require a Bid Bond in the amount of 5% of the Greatest Amount Bid (GAB) to be submitted with the Respondent's Bid Proposal. How are we to upload the Bid Bond into BidNet Direct? There is not a particular area in BidNet Direct to upload the Bid Security and they are not set up to upload an electronic Bid Bond such as Surety 2000, or Sure Path (just to name a few).
   - Upload the bond documents under the solicitation along with your bid packet.

   Is Hays County expecting the Contractor to upload a copy of the Bid Bond (hard copy) into BidNet Direct? If so, is there a time requirement for the Original Bid Bond to be mailed/delivered to Hays County. I could not find any of this information within the Bid Packages or on BidNet Direct.
   - If you choose to upload electronically, we will only ask for the hard copy from the awarded vendor.

2. Also, according to the Solicitation, Offer and Award page, "Respondents are to submit bids as listed: one (1) original and one (1) digital copy on a thumb drive". Of course this is not practical with an electronically submitted Bid Proposal from the Respondent. Will Hays County still require that the digital copy (thumb drive) be submitted after the bids are received or is this requirement waived? If it is still required, what is the time limitation for submittal of the Hard copy of the Bid Proposal and the thumb drive?
   - If a vendor chooses to upload an electronic bid packet through BidNet Direct a thumb drive nor original bid packet is not required to send to the Hays County Purchasing Department.

3. Since Hays County is receiving bid proposals via BidNet Direct, how long will it take to get the bid results for each project? How will the Bid Results be made available to the Respondents?
   - We will have a live bid reading for those vendors who choose to show up. Once that has been completed then the Purchasing Department will upload the bid tabulation to the Hays county Website within an hour of the bid opening: https://hayscountytx.com/departments/auditor/purchasing/bidding-opportunities/ As well as BidNet Direct. Due to the process of having to add vendors to BidNet Direct this typically can take up to 1-2 hours to get everyone added along with their bid total, depending on how many responses we receive.

4. (IFB 2020-B09) Bid Dates and Times are correct.
   - Bid Dates and times are correct, please see page 1 & Page 3 of the solicitation.

5. (IFB 2020-B09) The budget estimate for the cost of construction

- We do not have an estimated cost.

6. I need to provide our surety company and estimate of the job for the bid bonds. Will you please email me an estimate for IFB 2020-B09 and IFB 2020-B16 Road Improvements.
   - 5% Bid Bond should be 5% of your total bid price.

7. (IFB 2020-B09) What are the working hours, ?
   - 7:00 Am – 5:30 PM (Monday through Friday), Saturdays could be an option with approval from the Hays County Road Department.

8. (IFB 2020-B09) The areas being reconstructed would they need to prime the roads.
   - The roads will already be primed by the County, the vendor will need to apply the tack coat before paving.

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	$ 32.85	6,512	$ 213,919.20
Shadow Creek	$ 32.85	28,140	$ 924,399.00
		Total Bid of all 2 jobs	$ 1,138,318.20

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	$ 37.50	14,369	$ 538,837.50
Shadow Creek	$ 42.00	2,000	$ 84,000.00
		Total Bid of all 2 jobs	$ 622,837.50

Total Amount of entire bid: $ 1,761,155.70

Total amount of entire bid (written out):

One Million Seven Hundred Sixty One Thousand One Hundred Fifty Five Dollars and Seventy Cents

*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)

R Scott Turner — July 30, 2020

(Printed name and title of signer) (Date)

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Turner Paving & Construction, Inc.
10610 Tower Oaks Blvd., Houston, TX 77070

as Principal, hereinafter called the Principal, and Harco National Insurance Company
28420 Hardy Toll Road, Suite 200, Spring, TX 77373

a corporation duly organized under the laws of the State of Illinois
as Surety, hereinafter called the Surety, are held and firmly bound unto Hayes County Auditor

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Remove and Replace Hot Mix, Project No. 202000671353

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 3rd day of August 2020

(Witness)

Turner Paving & Construction, Inc.
(Principal) (Seal)
By: President
(Title)

(Witness)

Harco National Insurance Company
(Surety) (Seal)
By: Michele M Bonnin
Attorney-in-Fact (Title)

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

Bond # Bid Bond

Principal Turner Paving & Construction, Inc.

Obligee Hayes County Auditor

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

Michele M Bonnin

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th of December, 2018

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 3rd day of August, 2020

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 3rd day of August, 2020, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC No. 50079910 NEW JERSEY My Comm. Exp. 04-04-2023

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 3rd day of August, 2020

Irene Martins, Assistant Secretary

VER2 2/2019 e-POA-Single_Principal-Obligee

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your Harco National Insurance Company at:

1-800-333-4167

You may also write to: Harco National Insurance Company c/o IFIC Surety Group at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

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

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su Harco National Insurance Company al:

1-800-333-4167

Usted tambien puede escribir a Harco National Insurance Company c/o IFIC Surety Group at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action, pursuant to Chapter 253 of the Texas Transportation Code, to approve the results of the returned ballots of the property owners who voted on the proposed improvements of roadways within River Mountain Ranch Subdivision Precinct 3 of Hays County.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	August 11, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

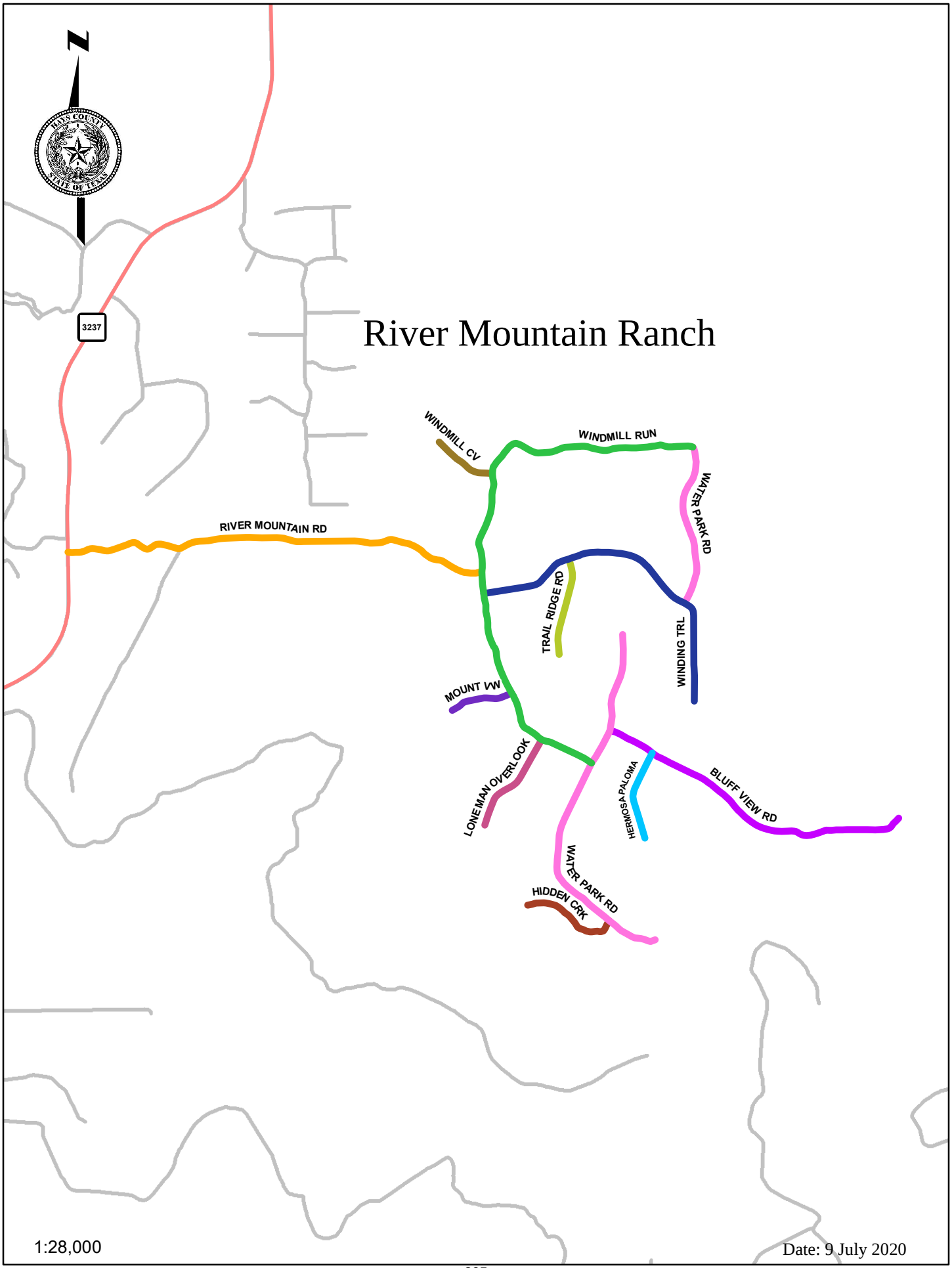
PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

The Commissioners Court held a public hearing on July 14, 2020 and agreed to submit ballots to the property owners within the River Mountain Ranch Subdivision to vote on improving roadways. The purpose of this request is to present the tabulation results of said ballots.

ROAD NAME/ MEASUREMENT ESTIMATE
BLUFF VIEW ROAD (6,035')
LONE MAN OVERLOOK (1,950')
MOUNT VIEW (1,175')
TRAIL RIDGE ROAD (1,810')
WATER PARK ROAD (9,990')
HERMOSA PALOMA (1,690')
WINDING TRAIL (6,185')
WINDMILL COVE (1,190')
WINDMILL RUN (10,425')
HIDDEN CREEK (1,900')
RIVER MOUNTAIN(1,875')
TOTAL LENGTH = 8.38 MILES (approx. 44,225 ft.)
AVE. WIDTH = 21 FT.
4,500 lf of shoulder work (1' X 6" depth cold-mix)
18,000 sqft of base failures (1' depth for bull rock & blackbase)
20,000 sqft of level-up (2" depth cold-mix)
43,000 lf of crack-seal work


N
3237
River Mountain Ranch
WINDMILL CV
WINDMILL RUN
WATER PARK RD
RIVER MOUNTAIN RD
TRAIL RIDGE RD
WINDING TRL
MOUNT VW
LONEMAN OVERLOOK
HERMOSA PALOMA
BLUFF VIEW RD
WATER PARK RD
HIDDEN CRK
1:28,000
Date: 9 July 2020

HAYS COUNTY
BALLOT FOR ROAD IMPROVEMENTS

Property Owner of River Mountain Ranch Subdivision – Please indicate your preference for the proposed improvements to roads within the River Mountain Ranch Subdivision by placing an "X" in one of the two boxes, below, and return this ballot to:

Elaine Cardenas, MBA, PhD
Hays County Clerk
712 South Stagecoach Trail, Suite 2008
San Marcos, TX 78666

Subdivision Contact: Joe Dalton — (512) 796-3110
(Mr. Dalton verified, as of July 13, 2020, there are 240 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 roadways 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.*

	HAYS CAD Property ID #	Owner Last Name	Owner First Name
1	R71642	Abrahams Life Trust	Jacob & Joseph (Trustees)
2	R131744	Aerarium	Aerarium IO Inc.
3	R71695	Agee	David & Susan
4	R63185	Allert	Candace
5	R71643	Baldwin	William & Jessica
6	R97770	Battaglia	Michael
7	R63154	Berkefelt	Stanley & Christine
8	R131745	Berkefelt	Stanley & Christine
9	R63151	Bippert	James & Charlotte
10	R63175	Blair	Randall & Jana
11	R71633	Boles/Woods	David Boles & Catherine Woods
12	R101611	Botkin	Chase & Dara
13	R63107/ R106140	Bottera	Marvin
14	R71675	Briley	John & Rebecca
15	R101631	Brinkman	Leonard
16	R102947 & R71672	Brocker Revocable Trust	Kenneth & Rachel Brocker Family Revocable Trust
17	R101585	Brown	Roland & Gayle
18	R91801	Brown/Uroda	William M. Brown & Melissa J. Uroda
19	R91825	Buchanan	Rachel & Matthew
20	R92430	Burnett	Prescilla, Carroll, & Riley Jr.
21	R71608	Butler	Gordon Jr. & Marlynn
22	R63183	Byer	Thomas & Diane
23	R112598	Carney	Frederick & Nancy
24	R91802	Carter	Nick G. III & Robyn H.
25	R100488	Chelette	John Mark & Wendy
26	R63137	Christian	Curtis & Rebecca
27	R101583	Clark/Murtaugh	Jill Clark & Robert Murtaugh
28	R101612	Clavaud	Jean-Baptiste & Marie-Helene
29	R91812	Clowe	Celia
30	R120974	Cochran	Michael & Caroline
31	R71664	Cochran Family Trust	David & Cathy Cochran Co-Trustees
32	R92248	Cochran Family Trust	David & Cathy Cochran Co-Trustees
33	R63086	Coltharp	Scott & Kima
34	R63155	Comunale	Chad & Elizabeth

35	R63156	Comunale	Chad & Elizabeth
36	R101622 & R105172	Conley	William & Erin
37	R71685	Cook	Hubert & Dorothy
38	R120739	Cooper	James & Susan
39	R101580	Copeland	Mark & Noemi
40	R71697	Crockett	William B. & Dodee
41	R71698	Crockett	William B. & Dodee
42	R71699	Crockett	William B. & Dodee
43	R115999	Cusack	Michael F. Jr.
44	R116000	Cusack Living Trust	Carolyn H. Cusack
45	R120966	Dahl	Robert & Angela
46	R71647	Daily	Charles Jr. & Cheryl
47	R71636	Dalton	Joseph & Laura
48	R71640	David	Charles & Janice
49	R71637	Davis	Brian Jr. & Rhonda
50	R71621	Deones	John & Karen
51	R71656	Doss	Michael & Jody Beth
52	R129063	Drew	James & Diane
53	R71634	Drew	Diane
54	R120971	Drewry	Erik & Monica
55	R63080	Dunham/Cleon	Cleon & Jane Dunham
56	R71616	Dunn	Eric & Leslie
57	R112600	Dziezyk Family Trust	Richard & Jane (Trustees)
58	R63190	Eckel	Timothy & Candace
59	R71615	Edwards Declaration Trust	Ellen Edwards (Trustee)
60	R71607	Etheredge	Wade & Kristy
61	R101586 & R101587	Felker	Robert & Anita
62	R71652	Floeck	Daniel Jr.
63	R71668	Fohey/Dailey	Michael Fohey & Christine Dailey
64	R120738	Ford	Nathan & Stacy
65	R71676	Forsyth	Glenn Jr. & Cindy
66	R63101	Frank	Ramsey & Nancy
67	R101595	Frazier	Don Patrick & Jill D.
68	R101596	Frazier	Don Patrick & Jill D.
69	R120968	French	Edward & Julia
70	R71641	French/Quackenbush	Douglas French & Dara Quakenbush

71	R91821	Gainey	Ron & Janice
72	R101623 & R101624	Gallagher	Scott & Courtney
73	R63188	Garrett	Larry & Pamela
74	R63187	Gayle	Dewitt & Belinda
75	R120970	Germer	Gregg & Debra
76	R63105	Gibson	Douglas & Rita
77	R71626	Gibson	Douglas & Rita
78	R71613	Gitterle	Marcus
79	R71614	Gitterle	Marcus
80	R63115	Gray	Lori
81	R112601	Green	Angela Nicole
82	R91824	Gregg	Wellborn & Sandra
83	R63189	Gresham	Joe D. & Mary K.
84	R71605	Guerra	Roberto J.
85	R71606	Guerra	Roberto J.
86	R63100	Guynes Estate	Amelia & Michael Guynes Estate
87	R63132	Gyarmathy	William & Mitzi
88	R112602	Haser	Harry William
89	R91803 / R91833	Haser	Virgina Bonner
90	R71686	Hatton	Craig & Susan
91	R63089	Hawes/Lind	Anthony Hawes & Cornelia Lind
92	R71667	Hayes	Stuart
93	R91809	Heidenreich	Steven & Nancy
94	R92406	Henry	Steven
95	R63184	Hicks	Kirby & Julie
96	R63192	Hill	Dale
97	R112287	Hill/Rencher	Bob Hill & Paula Rencher
98	R97767	Honeycutt	Howell & Ngoc Tran
99	R63095	Hughes	Arthur & Moana
100	R63096	Hughes	Arthur & Moana
101	R91808	Immel	Robert & Catherine
102	R63191	Jack/Kimbell	Paul Jack & Kristin Kimbell
103	R91826	Jacobs	Vicki
104	R91827	Jaime	Ricardo & Jennifer
105	R120972	Jaimes	Rolando & Beatriz
106	R71692	Johnson	Jeffery & Carmel
107	R63153	Jones	Vera Larue

108	R71638	Jones/Smith	Brad Lee Jones & Janet Smith
109	R71662	Jorgensen	Flemming & Mary Ann
110	R120967	Kaczenski	Douglas & Carolyn
111	R70431	Keller	James McNeel
112	R71609	Kennedy	John & Linda
113	R101613	Killion	Byron & Jenna
114	R63134	Kim	Tony & Courtney
115	R101619	Knell	Robert Richard & Ann Kathleen
116	R71701	Krov	Alan & Patricia
117	R71627	Kubica	Jesse & Catherine
118	R91828	Latz	John & Carla
119	R71694	Lentini	Thomas & Antoinette
120	R86900	Limpach Living Trust	Sharon Limpach (Sole Trustee)
121	R63143	Linton	Michael & Cecilia
122	R91839	Lopez	David T. III & Lupe G.
123	R63136	Louk	Wendi & Edward
124	R91813	Maino	Jeff & Anna
125	R101630	Martin	Jeffrey & Susan
126	R63186	Mazzarella	Ronald & Molly
127	R101626	McCarthy/Murchison	Daniel McCarthy & Estelle Murchison
128	R101627	McCarthy/Murchison	Daniel McCarthy & Estelle Murchison
129	R71678	McLemore	Robert & Margaret
130	R71679	McLemore	Robert & Margaret
131	R71680	McLemore	Robert & Margaret
132	R101620	Meaux	Steven & Rexanne
133	R120975	Melage LP	Gary Riechman
134	R93624	Middleton	William Mark
135	R71700	Millard	Sarah & Ronald
136	R63088	Miller	Leonard & Darlene
137	R71618	Miller/Reed	Henry Miller II & Eva Reed
138	R71619	Miller/Reed	Henry Miller II & Eva Reed
139	R71655	Morgan	Calvin & Elizabeth Anne
140	R62264 / R106141	Moyer	William C.
141	R71624	Moyer	William C.
142	R71625	Moyer	William C.
143	R71696	Neal	George & Christine

144	R63114	Nesmith	Bobby & Aileen
145	R63135	Nichols	Judith G.
146	R71669	Nielsen	Ronald
147	R112289	Nilsson	Gunnar & Patricia
148	R63178	Oddo	Christopher & Margaret
149	R71629	Oetzel	Brian & Mary
150	R93625	Ohm	Alvin & Jean
151	R63083	O'Neil	Michael & Amy
152	R71660	Parinello	Steven & Carmen
153	R63145	Patoski	Nick & Kristine Cummings
154	R91807	Patterson	Matt & Parker
155	R138318 / R71646	Patterson	Matthew & Lorraine
156	R63097	Patterson	Matthew & Lorraine
157	R63161	Patterson	Matthew & Lorraine
158	R71645	Patterson	Matthew & Lorraine
159	R71688	Pattison/Daye	William Lewis Pattison IV & Chelsea Daye
160	R62174	Pedrazas	Andrew & Sandra
161	R63165	Perez	Fred, Tommie, Dillard Ronnie, & Lisa
162	R71639	Peterson	Mack & Tonya
163	R63169	Peterson	Jefferis Kent & Leigh Garland
164	R71689	Petru	F M & Mary Ann
165	R71690	Petru	Frank M. & Mary A.
166	R71677	Phillips/Aldrich	Phillips Martin & Aldrich Serena Hanor 2012 Irrevocable Trust
167	R71663	Pilmer	Gordon & Deborah
168	R112599	Pirtle	Odis Wayne & Shari
169	R91819	Pisani	Gregory & Donna
170	R71635	Pollard	Jeffrey & Nadja
171	R101615	Poole Family Trust	David P. (Trustee)
172	R101616	Poole Family Trust	David P. (Trustee)
173	R71666	Portacci	Mathiew & Dana
174	R100493	Rankin	Philip & Patricia
175	R71659	Rodgers	Edward & Anne
176	R63171	Rush	Timothy
177	R63180	Sabol	Stuart & Joan
178	R71628	Sanchez/Pantoja	Jerry Lee Sanchez & Gabriela Pantoja

179	R71623	Sander	Albert Jr. & Jean Ann
180	R91832	Sanders Trust	Janet Sanders Trustee
181	R120969	Sare Family Trust	Brett & Tracy Co-Trustees
182	R63181	Sargent	Michael & Pat
183	R63182	Sargent	Michael & Pat
184	R71657	Schake	Lowell Scott & Jerri Lynn
185	R71658	Schake	Lowell Scott & Jerri Lynn
186	R63112	Schlameus	Larry & Laura
187	R91815	Schleyer	Walter & Joann
188	R71661	Schmidt	Leslie A.
189	R101621	Schmitt	Kenneth & Charlotte
190	R71693	Schrock	Barry & Debra
191	R101614	Schroeder	Jimmy & Tami
192	R101629	Skiles	James Ian & Holly
193	R101628	Skiles Marital Trust	Richard Skiles (Trustee)
194	R71665	Smith	Mark A.
195	R102942 / R71671	Smith	Mark D.
196	R91818	Smith	Robert P & Eileen Morgan
197	R71670	Smith/Taylor	Mark Smith & Ann Taylor
198	R71682	Soltis	Petra
199	R63177	Soltis	Edward
200	R71681	Sosby	Roger & Karen
201	R91817	Sosebee	Thomas & Mary Ann
202	R63179	Spencer	Clifford & Arlene
203	R120973	Stanley	Kreg & Candi
204	R101617	Strawn	Charles D. & Karen
205	R101618	Strawn	Charles D. & Karen
206	R63118	Stubbs	Peter & Brenda
207	R71630	Stubbs	Peter & Brenda
208	R63098	Swan	Monica
209	R129064	Tabash	Alex & Whitney
210	R71617	Tanzillo	John & Margaret
211	R63078	Tanzman	Ronald Tanzman & Kathleen Margaret Rush
212	R71684	Thacker	Troy Glynn & Glenda
213	R93626	Thigpen	Brad & Sherri
214	R91837	Thigpen	Brad & Sherri
215	R63173	Tidwell	Ricky Ewell & Jan Darlene

216	R63113	Tipton Living Trust	William Scott Tipton Living Trust
217	R71691	Towell	David & Charlotte
218	R129065	Tucker	Matthew & Courtney Renee Rothe
219	R129062	Tucker	Matthew & Courtney Renee Rothe
220	R71620	Volz	Rick & Dawn
221	R63087	Von Gonten	Eric & Tracy
222	R91840	Walker	Richard
223	R91841	Walker	Richard & Catherine
224	R71702	Wallace	William
225	R91820	Wallendorf	Andrew & Jamie
226	R63149	Welbes	Timothy & Margaret
227	R63117	White	Loyal & Anna
228	R63099	Whitney	Annette
229	R63176	Wilcox	Walter & Sarah
230	R91816	William/West	Donald William & Jennie West
231	R91823	Williams	Rolfe & Catherine
232	R71687	Williams	Grant (Liberty Trust Company LTD)
233	R100489	Wilson	Horace & Lynda
234	R101625	Wingo	Bob J. II & Taylor Rae
235	R63147	Woodward	Scott & Joyce
236	R63116	Yusim	Joel & Anne
237	R91822	Non-Disclosed Owner	Non-Disclosed Owner
238	R101590	Non-Disclosed Owner	Non-Disclosed Owner
239	R101591	Non-Disclosed Owner	Non-Disclosed Owner
240	R91814	Non-Disclosed Owner	Non-Disclosed Owner

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. NOTE THAT IF YOU HAVE HAD YOUR NAME NON-DISCLOSED FROM THE PUBLIC RECORD PURSUANT TO STATE LAW, YOUR PROPERTY IDENTIFICATION NUMBER WILL BE AT THE END OF THE LIST WITH A NOTATION FOR THE NON-DISCLOSURE.

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-1400-PC; Penn Subdivision, Lot 1A-1, Replat (2 Lots). Discussion and possible action to consider granting variances from Table 10-1 of the Hays County Rules for On-Site Sewage Facilities and Chapter 715.3.01 (C) of the Hays County Development Regulations.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	August 11, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
PACHECO	SMITH	N/A

SUMMARY

Penn Subdivision, Lot 1A-1 is a two lot subdivision located along W Highway 290 in Precinct 4.

The division of lot 1-A1 will create two new lots, Lots 1A-1-A and 1A-1-B. Water service will be accomplished by Private Well. Wastewater treatment will be accomplished by Individual On-Site Sewage Facilities.

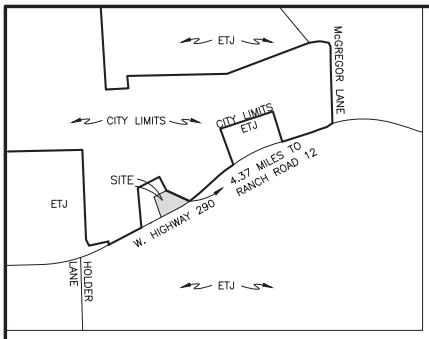
Owner is requesting variances from Table 10-1 of the Hays County Rules for On-Site Sewage Facilities regarding minimum lot sizes, and Chapter 715.3.01(C) regarding Water Availability Demonstration.

The Hays County minimum lot size for a lot served by private well and conventional OSSF in the Edwards Aquifer Contributing Zone is 3 Acres. The proposed lot 1A-1-B does not meet the current minimum lot size requirements at 2.00 acres. The applicant is seeking a variance from Table 10-1 of the Hays County Rules for On-Site Sewage Facilities.

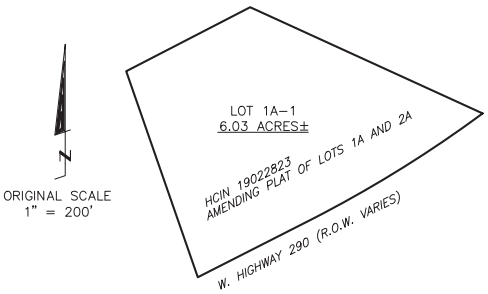
Chapter 715.3.01(C) of the Hays County Development Regulations provides the criteria exempting certain proposed subdivisions from the requirement to conduct a Water Availability Study, subject to the inclusion of a plat note prohibiting further non-exempt subdivision or re-subdivision for a period of five (5) years following the filing of the Final Plat. The previous amending plat of Penn Subdivision Lots 1A and 2A was recorded in July of 2019

Variance documentation and justifications for both requests are included in backup.

The final plat for the Penn Subdivision, Lot 1A-1, Replat has been reviewed under the interlocal cooperation agreement with the City of Dripping Springs and the approval of the variances is required for final plat approval.



VICINITY MAP – 1"=2000'



ORIGINAL SCALE
1" = 200'

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT I, ROXANNE REED, OWNER OF 6.03 ACRES, BEING LOT 1A-1, PENN SUBDIVISION, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED 8/10/2018, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 18028733 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, LESS THAT PORTION OF LOT 1A RECORDED IN HAYS COUNTY DOCUMENT NUMBER 18043787 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS REPLAT OF LOT 1A-1, PENN SUBDIVISION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

_____
ROXANNE REED, OWNER
4020 WEST HIGHWAY 290
DRIPPING SPRINGS, TX. 78620

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED

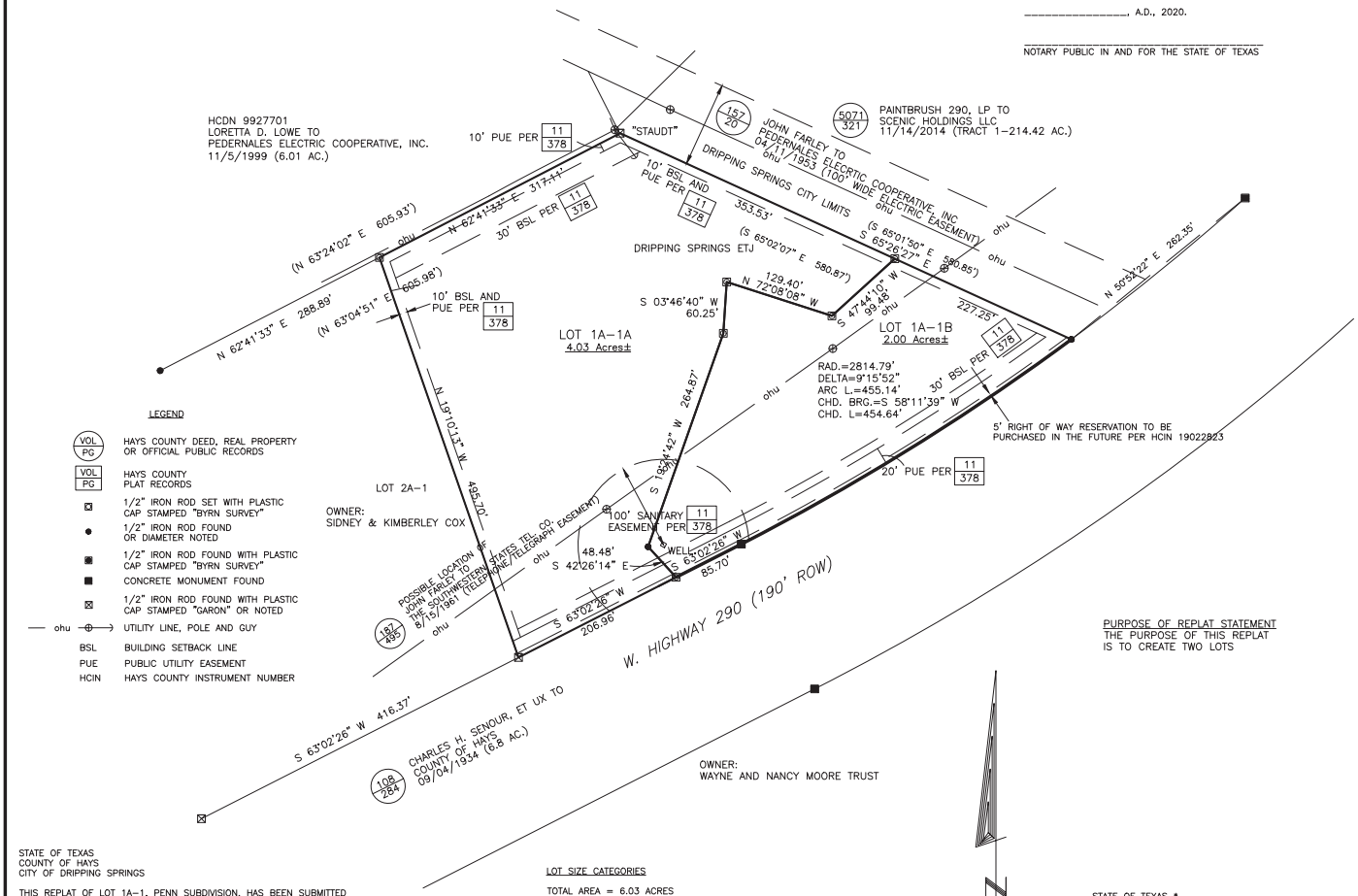
_____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ___ DAY OF

_____, A.D., 2020.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

EXISTING LOT CONFIGURATION



LEGEND

VOL/PG	HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
VOL/PG	HAYS COUNTY PLAT RECORDS
⊠	1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
●	1/2" IRON ROD FOUND OR DIAMETER NOTED
◙	1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED "BYRN SURVEY"
■	CONCRETE MONUMENT FOUND
⊠	1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED "GARON" OR NOTED
ohu	UTILITY LINE, POLE AND GUY
BSL	BUILDING SETBACK LINE
PUE	PUBLIC UTILITY EASEMENT
HCIN	HAYS COUNTY INSTRUMENT NUMBER

PURPOSE OF REPLAT STATEMENT
THE PURPOSE OF THIS REPLAT
IS TO CREATE TWO LOTS

ORIGINAL SCALE
1" = 100'

STATE OF TEXAS
COUNTY OF HAYS
CITY OF DRIPPING SPRINGS

THIS REPLAT OF LOT 1A-1, PENN SUBDIVISION, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AND IS HEREBY ADMINISTRATIVELY APPROVED PURSUANT TO ORDINANCE 1230.09.

APPROVED, THIS THE _____ DAY OF _____, 2020.

BY:

_____
MICHELLE FISCHER
CITY ADMINISTRATOR

I, THE UNDERSIGNED, DIRECTOR OF THE HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF DRIPPING SPRINGS FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS.

_____ _____
CAITLYN STRICKLAND, DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES — DATE

UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR THE DURATION OF FIVE (5) YEARS FOLLOWING THE RECORDING OF THIS PLAT.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

_____ _____
TOM POPE, R.S., C.F.M. — DATE
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

_____ _____
CAITLYN STRICKLAND, DIRECTOR — DATE
HAYS COUNTY DEVELOPMENT SERVICES

CLIENT: REED, ROXANNE
DATE: 08/09/2019
OFFICE: HADEN
CREW: HADEN, C. SMITH
FB/PG: 767/47
PLAT NO. 27706-19-1-c

LOT SIZE CATEGORIES

TOTAL AREA = 6.03 ACRES
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 3.015 ACRES
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5 – 10 ACRES = 0
NUMBER OF LOTS 2 – 5 ACRES = 2
NUMBER OF LOTS 1 – 2 ACRES = 0
NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:
ELECTRIC–PEDERNALES ELECTRIC COOPERATIVE
WATER–INDIVIDUAL ON-SITE WATER WELLS
SEWER–INDIVIDUAL ON-SITE SEWAGE FACILITIES

DRIVEWAY PERMIT STATEMENT:

DRIVEWAYS SHALL COMPLY TXDOT GUIDELINES AND PERMIT REQUIREMENTS.

SURVEYORS NOTES

1. FENCES MEANDER.

2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.

3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0085F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.

5. ACCORDING TO SCALING FROM T.C.E.Q. MAPS, THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE AND NO PORTION LIES WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

6. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.

7. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CITY OF DRIPPING SPRINGS EXTRA TERRITORIAL JURISDICTION.

9. THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICTS 1 AND 6.

10. THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.

11. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.

12. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.

13. UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENT TO DEMONSTRATE WATER AVAILABILITY AND IS PROHIBITED FROM RE-SUBDIVISION FOR A PERIOD OF FIVE (5) YEARS FOLLOWING THE FILING OF THIS PLAT.

14. LOTS ARE LIMITED TO SINGLE FAMILY RESIDENCE AND TCEQ REGULATED BUSINESSES.

15. LOTS 1A-1A AND 1A-1B ARE RESTRICTED TO AN ADVANCED ON SITE SEWAGE FACILITY.

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2020, AT _____ O'CLOCK ____.M., AND DULY RECORDED ON THE _____ DAY OF _____, 2020 AT _____ O'CLOCK _____.M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

_____
ELAINE H. CARDENAS,
COUNTY CLERK, HAYS COUNTY, TEXAS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

_____
REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307

BYRN & ASSOCIATES, INC.
SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-396-2270 FAX 512-392-2945
FIRM NO. 10070500

FINAL PLAT OF PENN SUBDIVISION, LOTS 1A-1A AND LOT 1A-1B, BEING A REPLAT OF LOT 1A-1, PENN SUBDIVISION, WITHIN THE ETJ OF THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

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 which 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 Development Services Division at 2171 Yarrington Road, San Marcos, Texas. The Development Services 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 Development Services Division determines 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: Roxanne Reed

Property Owner's Mailing Address: 4020 W Hwy 290, Dripping Springs, Texas 78620

Home Phone: _____ Work Phone: _____

Cell Phone: (512) 585-4356 e-Mail Address: rox.reed76@gmail.com

IF APPLICABLE: Owner hereby gives Jon Thompson, J Thompson Professional Consulting 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.

Roxanne Reed
Owner's Signature

STATE OF TEXAS
COUNTY OF Hays

Subscribed and sworn to before me this 9th day of June, 20 2020

(seal)

TAMMY SATTERLY WARDEN
Notary Public, State of Texas
Comm. Expires 07-19-2021
Notary ID 124959964

Tammy Satterly Warden
Notary Public
My Commission expires: 7-19-2021

APPLICANT INFORMATION (if different from Owner):

Applicant's Full Legal Name: Jon Thompson, J Thompson Professional Consulting

Applicant's Mailing Address: PO Box 172, Dripping Springs, Texas 78620

Home Phone: _____ Work Phone: _____

Cell Phone: (512) 568-2184 e-Mail Address: jthompsonconsultingds@gmail.com

PROPERTY INFORMATION:

Proposed Name of Subdivision (if applicable): Penn Subdivision, Lot 1A1 Replat

911 street address for the Subject Property, if established: 4020 W Hwy 290, Dripping Springs, Texas 78620

Legal description:

Lot 1A1, Block _____, Subdivision Penn Subdivision, Sec _____, Phase _____

If not located in a subdivision: Survey _____,

Abstract _____, Recorded (Vol/Page) _____

Hays Central Appraisal District Property ID Number: R163811

This number can be obtained by searching the on-line property records for the Subject Property at www.hayscad.com or by calling the HCAD at (512) 268-2522.

Hays County Precinct in which the subject property is located: 4

This information can be obtained by calling (512) 393-2160.

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 from 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
Table 10-1 Minimum Lot Size	For new lots on an individual water well and a conventional OSSF in the EACZ, the minimum lot size is 3.0 acres.	Lot 1A-1B is platted as a 2.0 acre tract and has a conventional OSSF.

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:

The entire tract is only six acres and the larger parcel is being divided off to meet the obligations of a family division of land following an existing fence in the settlement of an estate.

2. Describe how strict enforcement of the provisions of the Development Regulations that are sought to be varied will (a) deny the Applicant the privileges or safety commonly enjoyed by neighboring or similarly situated property in Hays County with similarly timed development and (b) deprive the Applicant the reasonable use of his land, and that failure to approve the variance would result in undue hardship to the Applicant and/or a regulatory taking:

The strict enforcement of this requirement would require the property to be split in a way that the estate settlement did not prescribe which would deprive the recipient of Lot 1A-2 to receive less than the estate prescribed.

3. Described how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the orderly development of the land in the area in accordance with the Development Regulations:

The granting of the variance will not be detrimental to the public health, safety and welfare of hte public or other properties in that this existing system is not a failing system and has been in continuous operation for several decades. As well, the plat has a note requiring that any replacement of this system will require the design and installation of an advanced OSSF.

4. The hardship sought to be avoided is NOT the result of (a) the Applicant's own actions (self-imposed or self-created) and/or (b) economic or financial hardship because:
The hardship was not created by the property owner as the owner is responsible for the settlement of an estate in the form of the lots as shown on the plat. The envisioned lots being created did not take into account the requirement of the smaller lot to be 3.0 acres because of the existing conventional septic. This was not a self-imposed or self created situation.

5. Describe how the variance will improve the functionality of the development on the Subject Property:
The functionality will not be changed since there are currently two homes and two septics. There's a newer residence with a newer permitted system and an older residence with a conventional septic. No newer residences are proposed. The requirement to have an advanced OSSF be designed and installed on Lot 1A-3 will improve the functionality of the wastewater systems on the parent tract.

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):
No other conflicts exist to my knowledge.

****

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 Jon Thompson

STATE OF TEXAS §
COUNTY OF HAYS §

Subscribed and sworn to before me this 9 day of June, 2020.

(seal)

TAMMY SATTERLY WARDEN
Notary Public, State of Texas
Comm. Expires 07-19-2021
Notary ID 124959964

Notary Public, State of Texas
My Commission expires: 7-19-2021

REQUEST FOR VARIANCE
APPLICATION PACKET

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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?

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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 Development Services Division at 2171 Yarrington Road, San Marcos, Texas. The Development Services 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 Development Services Division determines 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: Roxanne Reed

Property Owner's Mailing Address: 4020 W Hwy 290, Dripping Springs, Texas 78620

Home Phone: _____ Work Phone: _____

Cell Phone: _____ e-Mail Address: rox.reed76@gmail.com

IF APPLICABLE: Owner hereby gives Jon Thompson, J Thompson Professional Consulting 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.

Roxanne Reed
Owner's Signature

STATE OF TEXAS
COUNTY OF Hays

Subscribed and sworn to before me this 13 day of July, 2020

(seal) TAMMY SATTERLY WARDEN
Notary Public, State of Texas
Comm. Expires 07-19-2021
Notary ID 124959964

Tammy S Warden
Notary Public
My Commission expires: 7-13-2020

APPLICANT INFORMATION (if different from Owner):

Applicant's Full Legal Name: J Thompson Professional Consulting, LLC

Applicant's Mailing Address: PO Box 172, Dripping Springs, Texas 78620

Home Phone: _____ Work Phone: _____

Cell Phone: (512) 568-2184 e-Mail Address: jthompsonconsultingds@gmail.com

PROPERTY INFORMATION:

Proposed Name of Subdivision (if applicable): Penn Subdivision, Lot 1A1 Replat

911 street address for the Subject Property, if established: 4020 W Hwy 290, Dripping Springs, Texas 78620

Legal description:

Lot 1A1, Block _____, Subdivision Penn Subdivision, Sec _____, Phase _____

If not located in a subdivision: Survey _____,

Abstract_____, Recorded (Vol/Page) _____

Hays Central Appraisal District Property ID Number: R163811

This number can be obtained by searching the on-line property records for the Subject Property at www.hayscad.com or by calling the HCAD at (512) 268-2522.

Hays County Precinct in which the subject property is located: 4

This information can be obtained by calling (512) 393-2160.

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 from the Regulations as they apply to the subdivision of property in Hays County.

☒ Other (specify): Plat note restricting resubdivision for five years.

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
3.01(C)	Exempt subdivisions from water availability regulations cannot resubdivided for five years.	This replat is subject to a plat note placed on an amending plat approved about a year ago. However, the amending plat was not a replat; just a lot line adjustment. This replat is to settle an estate.

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:

The unusual difficulty with the strict enforcement of this requirement is that the settlement of an estate is required in the division of this lot. The amending plat approved previously involved a lot not included in the settlement. As well, it can be argued that the adjustment of a lot line shouldn't have included the plat note restriction since it was not a replat.

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:

See explanation above in response to question 1.

3. Described how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the orderly development of the land in the area in accordance with the Development Regulations:

The granting of the variance will not be detrimental to the public heath, safety, and welfare of other properties since the division of the lot into two individual lots only reflects what is on the ground presently. There are two separate houses on two separate wells with two separate septic facilities.

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:

As stated previously, this action is due to the settlement of an estate. This is not self-imposed. The plat note on the amending plat imposes a restriction that did not occur previously. An amending plat is not a replat. The amending plat only adjusted a property boundary between two existing lots yet the plat note was required to be placed on the plat.

5. Describe how the variance will improve the functionality of the development on the Subject Property:

It will improve the functionality of the development by the settlement of an estate by creating the two separate parcels of land.

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):

Not applicable.

****

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:

All other items with the plat are with the Development Services Department.

****

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 Jon Thompson

STATE OF TEXAS §
COUNTY OF HAYS §

Subscribed and sworn to before me this 13 day of July, 20 20.

(seal)

TAMMY SATTERLY WARDEN
Notary Public, State of Texas
Comm. Expires 07-19-2021
Notary ID 124959964

Notary Public, State of Texas
My Commission expires: 7-19-2021

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 granting a variance from section 10. W. 1. of the Hays County Rules for On-Site Sewage Facilities and allow issuance of development permits to the owner of 560 Dead Mans Hole Rd, Dripping Springs, TX 78620.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 11, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
STRICKLAND	SMITH	N/A

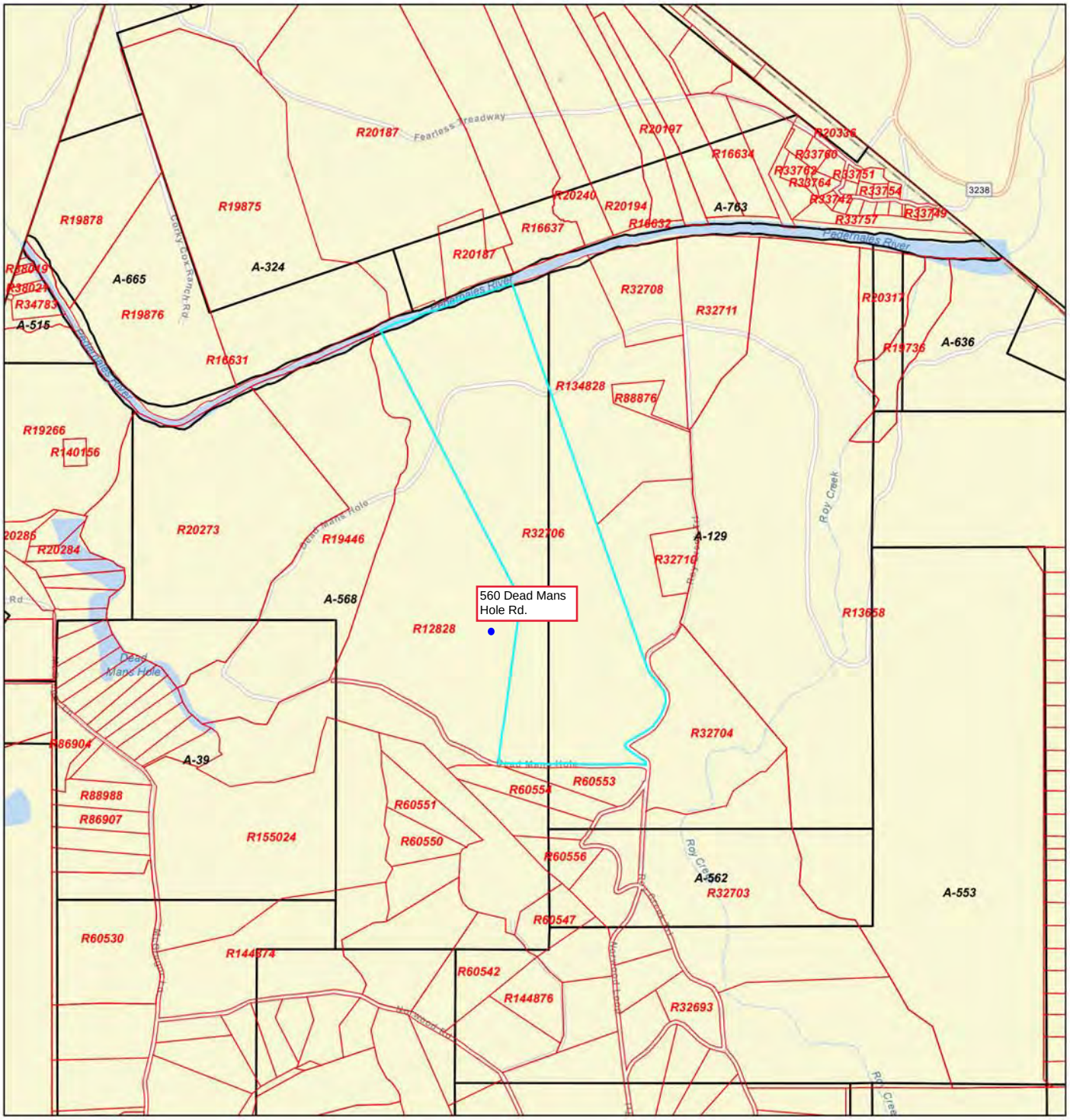
SUMMARY

The property owner of the 244.628 acre parcel located along Dead Mans Hole Rd in Precinct 4 has submitted an application for Development Authorization and On-Site Sewage Facility to Hays County Development Services. Proposed water service will be provided by individual wells.

Hurlbut Ranch East, Block E, Lot 1, Amended (PLN-1482-PC) is currently under Administrative Review with the Development Services staff and nearing completion. The owner is requesting a variance to Section 10. W. 1. of the Hays County Rules for On-Site Sewage Facilities which specify that "A permit will not be issued for an On-Site Sewage Facility that is on a tract of land that is found to be in violation of the Hays County Development (Subdivision) Regulations." Their justification for the variance request is to allow for the construction to commence while the review process of the subdivision plat is concluded and keep within the anticipated schedule for installation.

A Notice of Approval for the proposed on-site sewage facility will not be issued until the plat review is complete and the plat has been approved.

Hays CAD Web Map



Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Hays County Appraisal District, BIS Consulting -
Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only

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 reissue the Kinder Morgan Permian Highway Pipeline road crossing permits for Pump Station Road, Mt. Sharp Road, and Ledgerock Road, allowing construction activities to continue for the 42" natural gas pipeline contingent upon the certain criteria.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 11, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding, P.E., Transportation Director	SHELL	N/A

SUMMARY

On April 28, 2020 Hays County Commissioners Court approved to adopt the Utility Policy after rescinding the issuance of Utility Permits to Kinder Morgan for the construction of the Permian Highway Pipeline to bore under County roadways. The County included certain conditions to be met within the Policy stated above and announced that no Utility Permits shall be issued until the conditions were met by Kinder Morgan. Kinder Morgan responded with a brief scientific summary report which was reviewed by both Hays County staff and the local Groundwater Conservation District staff. After review of this initial response, the County requested further information regarding the hydrogeologic and geotechnical analyses conducted by Kinder Morgan's consultants and staff, as well as additional conditions and requests to be met pre, post, and during construction activities involving both Hays County and GCD appropriate staff. Included in the backup material you will find letters from both the Hays Trinity Groundwater Conservation District (HTGCD) and the Barton Springs Edwards Aquifer Conservation District (BSEACD) regarding their final opinions after reviewing the material provided by Kinder Morgan. There's also a map showing the three County roadway crossings, both of Kinder Morgan's response letters, and the Utility Policy approved by Commissioners Court in April of 2020.

The issuance of the permits is contingent upon the following criteria:

1. Kinder Morgan will provide the schedule, order of the road crossing work and notify the County and HTGCD staff at least 10 calendar days in advance.

2. Hays County and HTGCD staff will be granted access to the construction sites during and after the boring process.

3. Kinder Morgan will notify HTGCD in the event a significant karst feature is encountered during the course bore construction.

4. Kinder Morgan provides HTGCD staff with access to all crossing activities including boring and camera imagining.

August 5, 2020

Hays County Commissioners Court
111 E. San Antonio St, Suite 300,
San Marcos, Texas 78666

RE: Kinder Morgan Permian Highway Pipeline Road Crossings in Western Hays County

Dear Hays County Commissioners Court,

Introduction

As requested by the Hays County Commissioners Court (the Court), Hays Trinity Groundwater Conservation District (the District) representatives visited the three Kinder Morgan – Permian Highway Pipeline Hays County road crossing sites for a preliminary inspection. Kinder Morgan invited the group to return and inspect the actual construction phase when it occurs. The Groundwater District accepted their invitation.

The group consisted of the District's General Manager and Hydrogeologist, Kinder Morgan representatives, their geology consultant, and several Hays County representatives including County Transportation Department Engineers and the County's Natural Resources Coordinator.

Kinder Morgan is seeking approval from the Court to continue the Permian Highway Pipeline's path under the County's roads.

Description of Construction Technique

Kinder Morgan has crossed other roads in the County via a boring process that requires a deep pit on either side of the road. They describe the tunneling process for the three County road crossings as a "dry" boring process that will use no drilling fluids. Construction crews will dig pits, and employ a large boring machine to bore a 43" tunnel under the road at a depth of between 5 and 12-feet deep, inspect the tunnel for structural integrity and for voids with a camera, seal the voids as needed, grout the entire tunnel, and send the connecting pipe through. The final phase includes welding the connections and eventually backfilling the pits and exposed pipeline. Pipeline integrity and pressure testing will proceed later.

Kinder Morgan representatives discussed the alternate method of open trenching from the surface to the required depth in lieu of the boring process but expressed their preference for the "dry" boring process.

STAFF & BOARD

Charlie Flatten
General Manager

Philip Webster
Hydrogeologist

Keaton Hoelscher
Geo-Technician

Laura Thomas
Office Administrator

Linda Kaye Rogers
President
District 4

Holly Fults
Vice President
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John Worrall
Treasurer/Secretary
District 1

Doc Jones
District 5

Jeff Shaw
District 2

P. O. Box 1648, Dripping Springs, Texas 78620
Center Lake Business Park, 14101 Hwy. 290 West, Bldg. 100, Ste. 212 Austin, TX 78737
telephone 512-858-9253 | *fax* 512-858-2384
www.haysgroundwater.com

In preparation for the road crossings phase, they provided a detailed geologic assessment including proof of a resistivity test. The resistivity test is designed to check for voids (karst or otherwise) prior to disturbing any earth. Overall, the resistivity results generally agreed with the geotechnical boring survey, showing uniform units with no anomalies associated with karstic features. Standing water was observed in the open pipeline trenches adjacent to Dry Cypress Creek or its tributaries at the crossings of Pump Station Road and Mount Sharp Road.

Observations

On our July 29 site visits, we made the following observations:

Pump Station Road crossing – The geological conditions of underlying rock consisted of a thick layer of sandy clay soil on the west side of the crossing and weathered limestone interbedded with marl on the east. The descriptions along with geologic maps in the literature place these rocks in the Bulverde Member of the Lower Glen Rose Formation, the member is generally considered a confining unit. The resistivity survey showed uniform units, rock types of similar characteristics of the geotechnical boring's descriptions, and no anomalies associated with karstic features. There was standing groundwater in the open pipeline trench downgrade from the boring site. The source of the water is likely from a perched groundwater system. These systems occur in areas where groundwater percolates through a permeable unit and is then directed in a more horizontal flow path due to a non-permeable unit. Seep springs often act as points of discharge to these flow systems. No evidence of faults, voids or karst features were apparent in the Pump Station Road crossing construction zone.

Ledgerock Road crossing – The geological conditions on the both sides of Ledgerock Road crossing consisted of 2-feet of clay soil underlaid with weathered limestone and marl. The descriptions along with geologic maps in the literature place these rocks in the Twin Sisters Member of the Lower Glen Rose Formation, the member is generally considered a confining unit. The pits on either side of the road may penetrate the Doeppenschmidt Member, which is generally considered a permeable unit. No groundwater was penetrated during the geotechnical boring survey. The resistivity survey showed uniform units, rock types of similar characteristics of the geotechnical boring's descriptions, with no anomalies associated with karstic features. Overall, Ledgerock Road crossing did not show any evidence of faults, voids or karst near the crossing zone and no evidence of groundwater at the surface.

Mount Sharp Road crossing – The geological conditions on both sides of Mount Sharp Road consisted of about 10-feet of clay soils underlaid by 15-feet of weather limestone and marl. The descriptions along with geologic maps in the literature place these rocks in the Bulverde Member of the Lower Glen Rose Formation, the member is generally considered a confining unit. No groundwater was penetrated during the geotechnical boring survey. The resistivity survey showed uniform units, rock types of similar characteristics of the geotechnical boring's descriptions, and no anomalies associated with karstic features. On the eastern side of the crossing, standing water was found in the open pipeline trench. Overall, Mount Sharp Road crossing did not show any evidence of faults, voids or karst near the crossing zone.

Conclusions

On consideration of the physical conditions and adherence to Kinder Morgan's described crossing protocol, District technical staff recommends crossing using the "dry" auger boring method. In order to minimize construction interaction with groundwater resources, the District recommends Kinder Morgan's construction crews employ a camera down-bore during this "dry" auger boring process to search for cracks, fissures, voids, or other

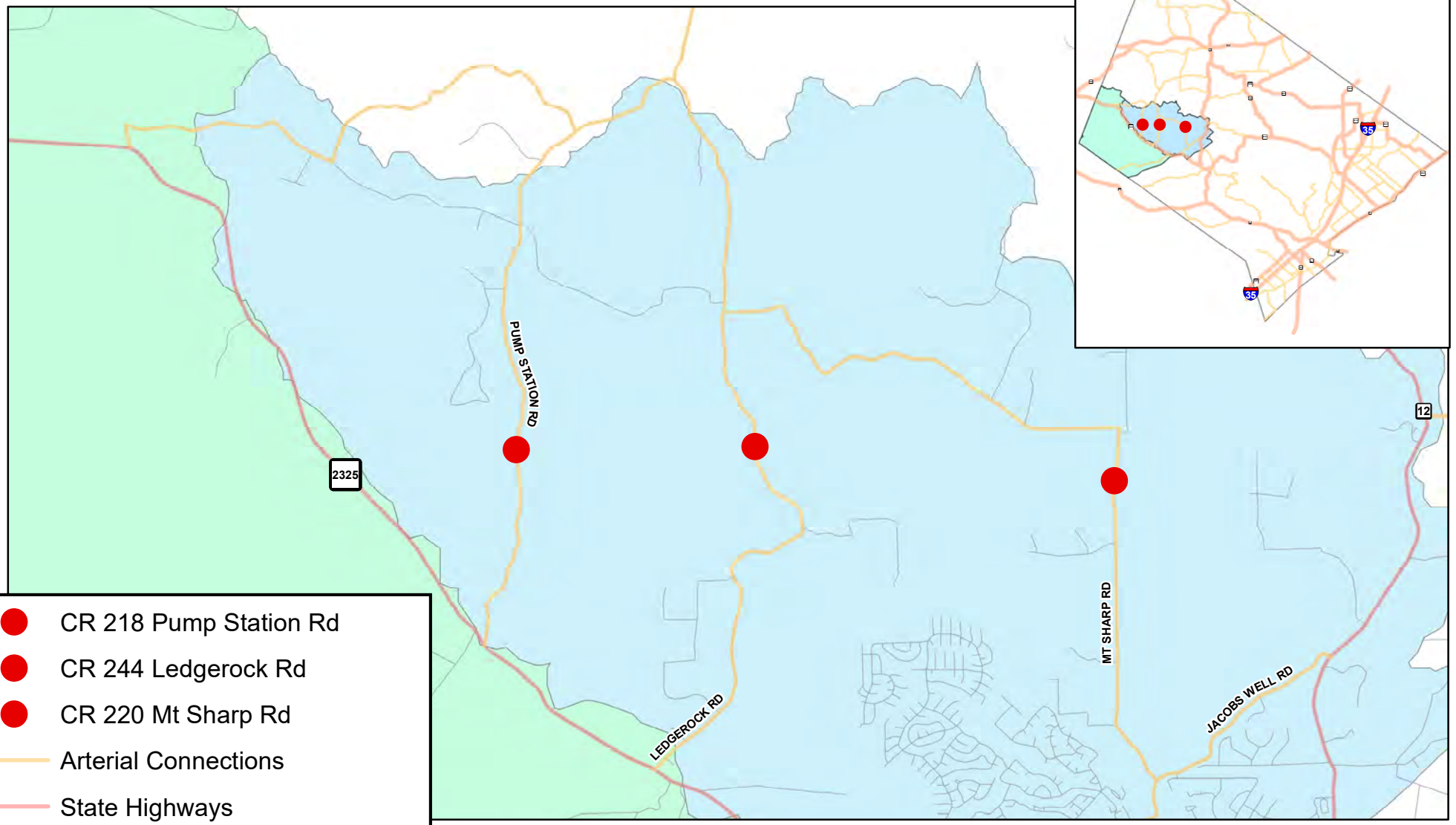
transmissive conduits. Any potential cracks, fissures, voids, or other transmissive conduits should be sealed with concrete in order to minimize construction or other pipeline generated materials from entering the Trinity Aquifer. As a condition of the re-issuance of County permits to Kinder Morgan to cross rights-of-way, the District recommends the County require Kinder Morgan to allow District geo-scientists to inspect all crossing activities including boring and camera imaging.

Thank you,

Charlie Flatten, General Manager
Hays Trinity Groundwater Conservation District
Mail: P. O. Box 1648, Dripping Springs, TX 78620
Phone: 512-858-9253 Fax: 512-858-2384
GM@Haysgroundwater.com
www.haysgroundwater.com

Cc: Philip Webster – Hays Trinity GCD Hydrogeologist,
Hays Trinity GCD Board of Directors,
Alexandra Thompson – Hays County Natural Resources Coordinator,
Greg Ellis – Atty at Law

PHP Hays County Road Crossings



- CR 218 Pump Station Rd
- CR 244 Ledgerock Rd
- CR 220 Mt Sharp Rd
- Arterial Connections
- State Highways
- Groundwater Management Zone
- Regional Recharge Study Zone
- Hays County

0 2.5 5 Miles

Date: July 8, 2020
Sources: GIS Database & PHP Road Permit Application
Author: Alexandra Thompson, Natural Resources Coordinator

Barton Springs
Edwards Aquifer
CONSERVATION DISTRICT

August 5, 2020

Sent via email

Hays County Commissioner Court
111 E. San Antonio St, Suite 300,
San Marcos, TX 78666

RE: Hays County Review of Kinder Morgan's 7/17/20 Response to Comments Dated 7/9/2020 Related to PHP Construction Workplans in Response to County's "*Policy Regarding Utility Permits Requested to be Issued for the Permian Highway Pipeline*"

Dear Honorable Members of Hay County Commissioners Court:

This letter serves as an acknowledgment that Barton Springs Edwards Aquifer Conservation District (District) has received and reviewed Kinder Morgan's (KM) Response to Comments dated 7/17/2020, which includes details on the Permian Highway Pipeline (PHP) construction workplan as well as their response plan to potentially encountered voids during drilling or excavation.

Per the discussions with Hays County staff, the County is seeking hydrogeologic review and commentary, from technical staff at both the District and Hays Trinity Groundwater Conservation District (HTGCD), to the materials and responses to comments provided by KM on 7/17/20. These responses were provided in a letter dated 7/17/2020 from Allen Fore of KM to Jerry Borcherding of Hays County Transportation Department. The letter contained eight responses to comments from Hays County on the pipeline project as it related to utility permits for crossing Hays County roads. Attached to the letter are geological, geophysical, and geotechnical studies along with construction and mitigation protocols relevant to the comments and response to comments in the letter.

The locations of the Hays County road crossings that are of concern are located within the sensitive karstic recharge zone of the Middle Trinity Aquifer. All three road crossings are located only within the HTGCD. This area is also within a watershed that contributes runoff to Cypress Creek and the springshed for the area contributing groundwater to Jacob's Well Spring (Jacob's Well Groundwater Management Zone as defined by HTGCD). The documents provided indicate qualified consulting karst geoscientists performed significant pre-construction assessment studies (geology, geophysics, borings). The results of those studies are provided and illustrate sound pre-construction surveys and evaluations were conducted.

The void response and mitigation measures documented by the consulting geologists appear to meet the TCEQ karst and water-quality protocols for construction projects. We are glad to see that KM will be allowing some oversight by HTGCD geologists and other staff during the road-crossing activities. The

allowance for governmental or third-party oversight of the karst studies and void mitigation is something that KM has not allowed other than the involvement of Blanco Pedernales Groundwater Conservation District during a groundwater contamination event in Blanco County while KM was boring under the Blanco River. Although, it doesn't appear that the oversight, scope, and ability of HTGCD to influence the mitigation has been described for the Hays County road-crossing activities.

Hays County staff has worked in close cooperation with technical experts from both of the local groundwater conservation districts to review and discuss all materials that Kinder Morgan has provided related to the remaining three county road crossings. This is a demonstration of successful and continuing interagency partnership that serves a county wide interest in providing some assurances and protections for our local aquifer resources.

The District appreciates the opportunity to review and comment on the materials provided to you by Kinder Morgan. We also welcome any further collaboration with Hays County to review technical information pertaining to the PHP construction activities. If you have any further questions, please feel free to contact my office by phone at 512-282-8441.

Sincerely,

Vanessa Escobar
General Manager

Permian Highway Pipeline

July 17, 2020

Via e-mail
Jerry Borcherding
Director, Transportation Department
1271 Yarrington Rd.
PO Box 906
San Marcos, TX 78667-0906

Subject: Response to Comments Dated Jul 9, 2020; RE: Permian Highway Pipeline, LLC & Kinder Morgan's Response to Hays County's "Policy Regarding Utility Permits Requested to be Issued for the Permian Highway Pipeline"

Dear Mr. Borcherding:

Permian Highway Pipeline (PHP) has received your comments dated July 9, 2020 and has noted the following requests for information and responded herein with the additional information.

1. Comment: Request PHP provide copies of written geological analysis performed at the three road crossing areas including but not limited to karst surveys, geotechnical investigations, electrical resistivity imaging reports, subsurface soil boring reports and hydrostratigraphic analysis reports.

   Response: All geologic and geotechnical reports produced are attached for reference.

2. Comment: Request PHP provide information on the sequence and order of the road crossing work to be completed.

   Response: PHP plans to start work on the road bore crossings mid-August or immediately upon approval of Hays County Commissioners. The order of construction progression is undetermined at this time; however, each crossing is expected to take approximately 4-7 days to complete. A description of the auger bore construction methodology with photos is attached for reference.

3. Comment: Request PHP provide information on stormwater/soil erosion controls around the road crossings, particularly with regard to the open cut bore pits if the “open cut” method is used.

   Response: PHP selects the stormwater/soil erosion controls best suited for the site on the basis of topography and construction activity planned for the area. These controls are modified as construction progresses and conditions change and consist of a combination of wattles, haybales, silt fence and diversion berms. Post-construction stormwater controls will consist of strategic diversion berm placement along with full stabilization and reseeding of the ROW. A site visit during construction and post-construction can be organized for the County representative to review selected erosion control devices that are in close proximity and could have influence on the public road ROW.

4. Comment: Request PHP provide a detailed document containing information on the PHP void response and mitigation procedure. Request that groundwater conservation district have an opportunity to review and comment on those plans.

   Response: The PHP Void Mitigation Plan is attached. Since production of the hydrogeological assessment report in May, trenching activities have been completed on either side of the County road crossings. Results of those trench inspections support the findings of the hydrogeological assessment. No significant karst features were located within the strata to be bored. Only one minor feature was encountered within 500 feet of any of the road bores. It was located 370 feet uphill to the east of the Pump Station Road site in overlying strata that would not be disturbed by the bore activity.

5. Comment: Request PHP to notify the local groundwater district 10 days prior to commencing construction activities at the road crossings.

   Response: PHP will notify the Hays Trinity Groundwater Conservation District a minimum of 10 calendar days prior to start of construction of the road crossings.

6. Comment: Request PHP to notify the local groundwater district when karst features are encountered during construction of the road crossings and that district staff are allowed access to the significant features that are encountered.

   Response: PHP will notify the Hays Trinity Groundwater Conservation District in the event a significant karst feature is encountered during the course of the road bore construction. Access to the feature will be provided by a PHP representative as scheduled at the time of initial notification of the significant feature.

7. Comment: Request PHP to provide access to the technical staff from the local groundwater conservation district and County staff during the following phases of construction at the roadway crossing:
   a. Pre-construction – technical activities to perform a general site assessment
   b. Construction – technical activities to identify and provide technical assistance
   c. Post-construction – technical activities to monitor stormwater and soil erosion BMP methods and to evaluate the effectiveness of the chosen methods.

   Response: PHP will provide access to HTGCD as scheduled to complete a pre-construction, construction and post-construction assessment. A safety briefing will be held prior to the start of each field visit with all parties in attendance.

8. Comment: If “auger bore” method is used, request PHP to provide:
   a. Boring be video logged and inspected for significant karst features
   b. Video logs be provided to the local groundwater conservation district and county staff for review
   c. Information on how PHP will know if they have encountered a significant karst feature or void within the boring
   d. Details on the void response plan if they encounter voids while using the auger boring method.

Permian Highway Pipeline

Response: When the rock/soil conditions are structurally weak, bore holes cannot be left open for physical inspection due to the risk of collapse of the road and the pipe must be inserted as the drilling equipment advances. Under these conditions karst features would not be present anyway. Barring this possibility, bore holes will be left open for a brief period to allow for inspection visually and by video. Video logs will be maintained and provided for review. Bore machine operators have been trained to monitor for equipment response to karst voids. Otherwise, bore inspection by karst hydrogeologists (visual and by video) will be the primary method of detecting voids in the bore holes. Sealing methods are discussed in the PHP void mitigation plan.

We will be in communication to schedule an onsite visit to the road crossing locations during the week of July 27. We will have PHP project management and hydrogeologists in attendance for further discussion and dialogue.

Sincerely,

Allen Fore
Vice President, Public Affairs

Cc: Mark Kennedy, General Counsel
Alexandra Thompson, Hays County Natural Resources Coordinator
Lon Shell, Precinct 3, Hays County Commissioner
Charlie Flatten, General Manager, Hays Trinity Groundwater Conservation District

ATTACHMENTS

1. **Geologic Assessments**
    A. Hydrogeologic Assessment
    B. Electroresistivity Survey Report
    C. Geotechnical Investigation Survey Report
2. **Auger Bore Construction Method**
    A. Auger Bore Construction Sequence
    B. Auger Bore Construction Photos
3. **Void Response and Mitigation Plan**

1. Geologic Assessments

A. Hydrogeologic Assessment

B. Electroresistivity Survey Report

C. Geotechnical Investigation

A. Hydrogeologic Assessment

Cambrian Environmental
4422 Pack Saddle Pass
Suite 204
Austin, TX 78745

Tel (512) 663-0156

www.cambrianenvironmental.com

Angela R. Williamson, P.E. 25 May 2020
Senior Project Manager
Kinder Morgan
1001 Louisiana Street, Suite 1000
Houston, TX 77002

Re: Hydrogeologic Site Assessment of Proposed PHP Bore Sites at Hays County Roads 218, 244, and 220 near Wimberley, TX.

Ms. Williamson,

I understand that Hays County officials have recently raised concerns with regard to potential water quality impacts from the proposed horizontal bore operations at Hays County Roads 218, 244, and 220. This letter reports on the results of additional investigations at these sites. Investigations included the drilling of additional geotechnical borings (one on either side of each crossings), the collection of geophysical profiles (two on either side of each of the crossings), and a hydrostratigraphic analysis by me of the results of those investigations in the context of available geologic mapping and hydrogeological data on the Trinity Aquifers. Geotechnical investigations were conducted by Mott MacDonald (MM). Karstic groundwater conduits can be detected by geotechnical drilling where the drill bit experiences a significant drop and where no returns are made from the bore hole. Geophysical investigations were conducted by Environmental Geophysics Associates (EGA) and included Electrical Resistivity Imaging (ERI). ERI is considered an effective method for detecting karst voids which tend to present themselves as discrete areas of disturbance in the resistivity profile where resistivity values change rapidly from very high to very low. The MM and EGA reports of investigation are attached.

To establish the geological setting of each proposed bore site, available geologic maps were reviewed including interpretations of the US Geological Survey[1] and of local groundwater management districts[2]. Both interpretations indicate that the bore sites occur near the stratigraphic contact between the Upper and Lower Glen Rose Formations. This is consistent with my observations during the karst field survey. This contact also marks the upper boundary of the Middle Trinity Aquifer and the lower boundary of the Upper Trinity Aquifer. Groundwater in the Trinity Aquifer system occurs primarily within the saturated zone at the base of the Lower Glen Rose and within the underlying Hensel Sand and Cow Creek formations. Perched groundwater also commonly occurs above marl beds in the Upper Glen Rose. This perched water typically discharges at seep springs on hillsides. Mapping from the USGS is included in the figures below because it contains useful site-specific information including topography and the locations of the County Roads. The lithology near the Upper/Lower Glen Rose contact predominantly consists of

[1] https://pubs.er.usgs.gov/publication/sim3363
[2] https://repositories.lib.utexas.edu/handle/2152/8977

Cambrian Environmental
4422 Pack Saddle Pass
Suite 204
Austin, TX 78745

Tel (512) 663-0156

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alternating beds of marl, claystone and mudstone with lesser amounts of limestone. The lower permeability of the clays and marls is what creates the hydrologic break between the Upper and Middle Trinity aquifers. By contrast, rock types that host the majority of the water in the Trinity aquifers are predominantly fossiliferous limestones that have been modified by karst processes.

CR 218 (Pump Station Road) Soils on the west side of Pump Station Road are relatively thick for the Hill Country due to the presence of a creek channel. Both ERI profiles and the Mott MacDonald Geotech report indicate up to 17 feet of soil and weathered bedrock above relatively dense limestone bedrock. No karstic anomalies are indicated on either of the ERI profiles (P5 and P6) that were generated across the proposed Pump Station Road West bore site. The Pump Station Road East bore pit site becomes rockier as the elevation rises with soil thinning to approximately 1 foot. No karstic anomalies are indicated on either of the ERI profiles (P7 and P8) that were generated across the proposed Pump Station Road East bore site. The bedrock unit through which the horizontal bore would pass is the Bulverde Member of the Lower Glen Rose (Figures 1 and 2) which is classified as a confining unit (rather than an aquifer) by the USGS. No groundwater was reported during geotechnical exploration. Consistent with the USGS description of site geology, the ERI profiles produced resistivity values generally associated with marl, shale and clay (Figure 3). No groundwater was encountered while drilling either geotechnical boring. Based on the low permeability nature of the bedrock, the lack of karstic anomalies, and lack of groundwater in geotechnical bore holes, I believe the likelihood of encountering an active groundwater conduit during CR 218 bore operations is very low.

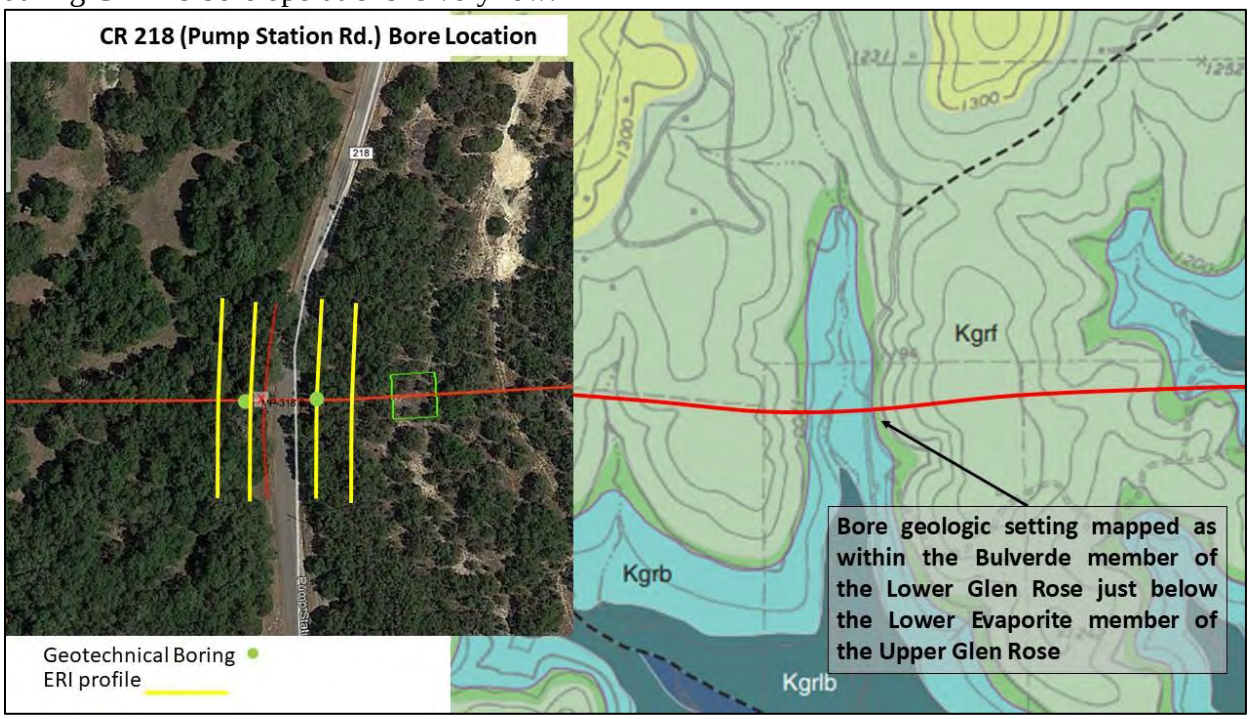

Figure 1. Location of CR 218 bore operation, with elements of investigation illustrated.

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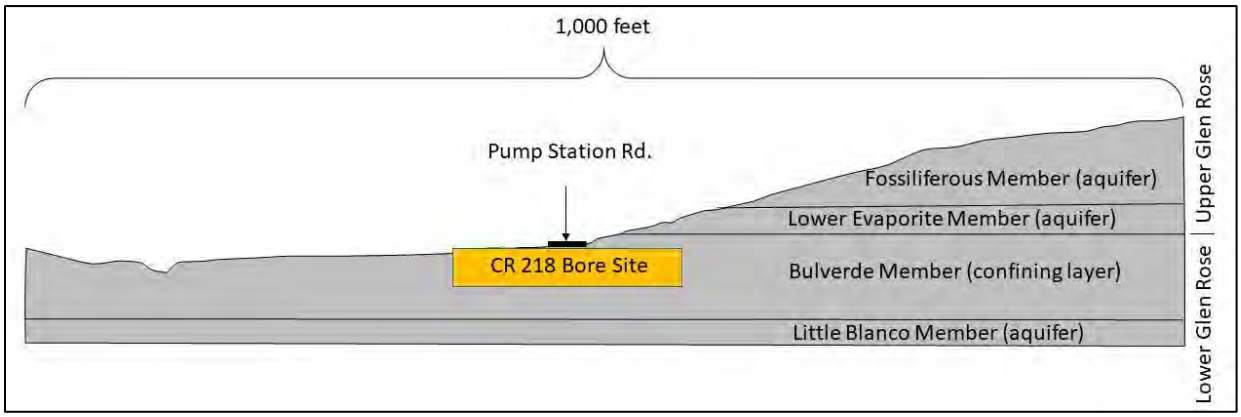

Figure 2. North-facing geological cross section of CR 218 Bore Site.

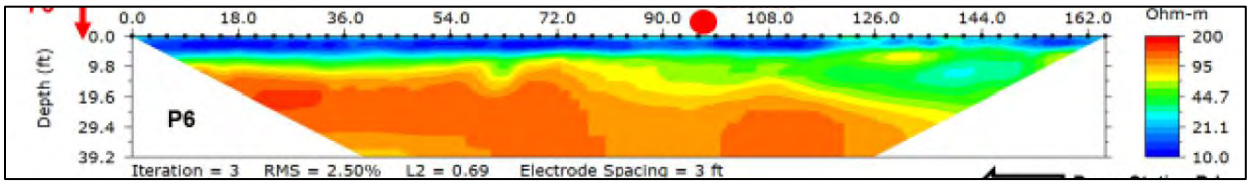

Figure 3. Representative ERI profile from CR 218 bore site illustrating relatively uniform bedding conditions with no potentially karstic anomalies.

CR 244 (Ledgerock Road) Soils at the Ledgerock Road bore site are typically thin. Geotech reported weathered marl to approximately 23 feet below the surface with no groundwater encountered. Below the marl layer dense limestone was reported. East of Ledgerock Road the elevation drops and geotechnical investigation included weathered bedrock to approximately 10 feet below the surface followed by approximately 25 feet of fractured limestone. Some water loss was reported by MM below 23 feet on the east bore pit site, but no groundwater was reported on either side of Ledgerock. The bedrock unit where the horizontal bore will occur is likely the Twin Sisters Member of the Lower Glen Rose (Figures 4 and 5) which is classified as a confining unit (rather than an aquifer) by the USGS. The subsurface is comprised predominantly of marl and shale in the shallow subsurface where bore operations will occur. No karstic anomalies are indicated on any of the ERI profiles (P1, P2, P3, and P4) that were generated across the east and west Ledgerock Road bore sites (Figure 6). ERI results were consistent with weathered marl and shale as reported by MM.

The Based on the low permeability nature of the bedrock, the lack of karstic anomalies, and lack of groundwater in geotechnical bore holes, I believe the likelihood of encountering an active groundwater conduit during CR 244 bore operations is very low. It is possible that the underlying Doeppenschmidt Member of the Lower Glen Rose could be exposed in the base of the deeper bore pit (Figure 5). This member is considered an aquifer unit and if karst voids are encountered during excavation they should be properly mitigated per the PHP void mitigation plan.

Cambrian Environmental
4422 Pack Saddle Pass
Suite 204
Austin, TX 78745

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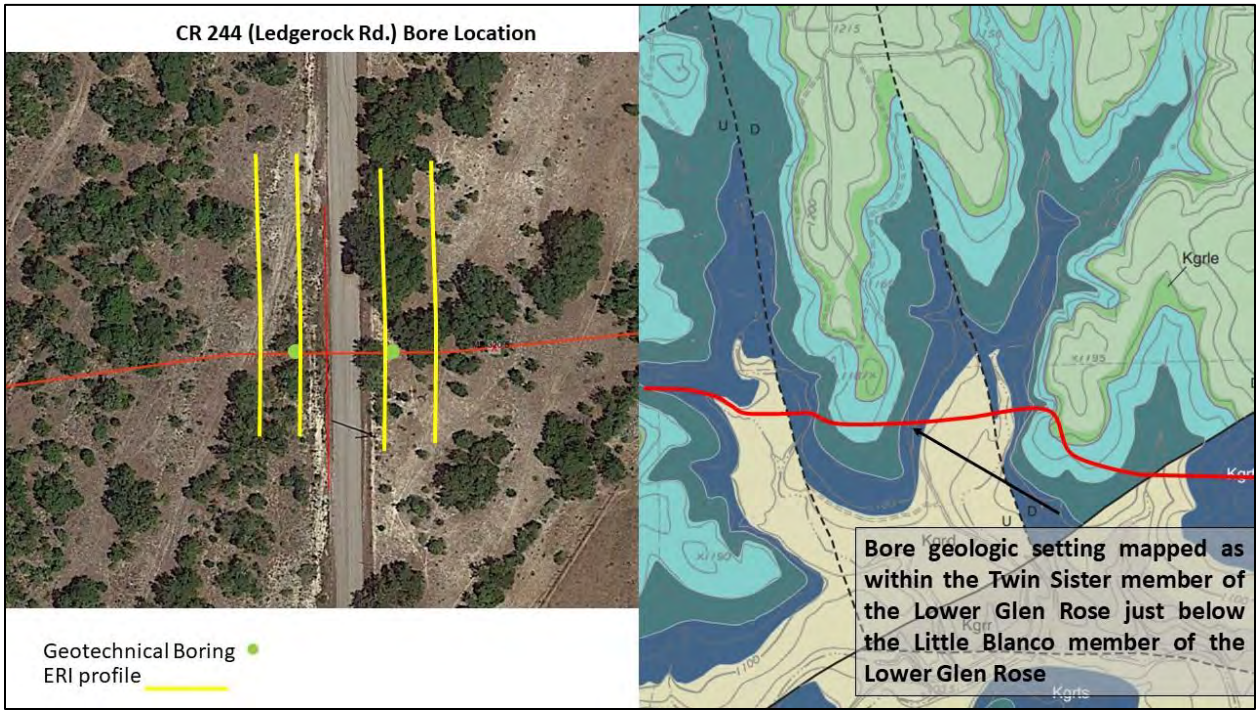


Figure 4. Location of CR 244 bore operation, with elements of investigation illustrated.

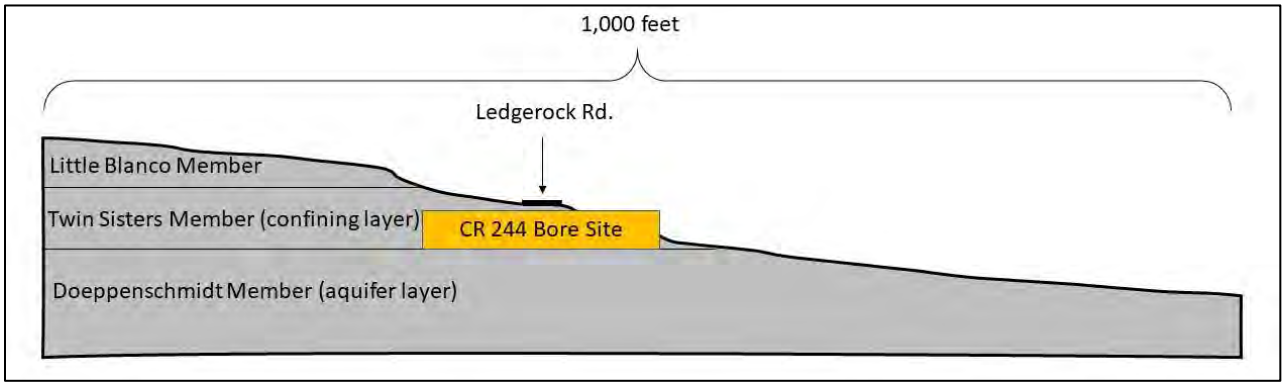


Figure 5. North-facing geological cross section of CR 244 Bore Site.

Cambrian Environmental
4422 Pack Saddle Pass
Suite 204
Austin, TX 78745

Tel (512) 663-0156

www.cambrianenvironmental.com

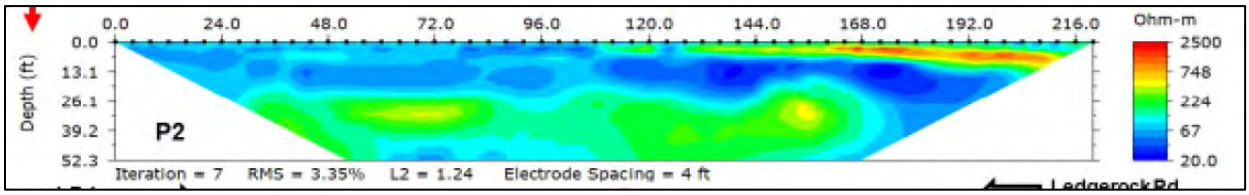


Figure 6. Representative ERI profile from CR 244 bore site (west side) illustrating relatively uniform bedding conditions with no likely karstic anomalies.

CR 220 (Mt. Sharp Road) Geotech generally reported weathered clay, sand and marl to approximately 25 feet below the surface on both sides of Mt. Sharp Road. No groundwater was encountered in either boring. The subsurface is comprised predominantly of marl and shale in the shallow subsurface where bore operations will occur. The bedrock unit through which the horizontal bore will pass is likely the Bulverde Member of the Lower Glen Rose (Figures 7 and 8) which is classified as a confining unit (rather than an aquifer) by the USGS. No karstic anomalies are indicated on any of the ERI profiles (P9, P10, P-11, and P-12) that were generated across the proposed Mt. Sharp Road bore sites (Figure 9). ERI results were consistent with weathered marl and shale. Based on the low permeability nature of the bedrock, the lack of karstic anomalies, and lack of groundwater in geotechnical bore holes, I believe the likelihood of encountering an active groundwater conduit during CR 220 bore operations is very low.

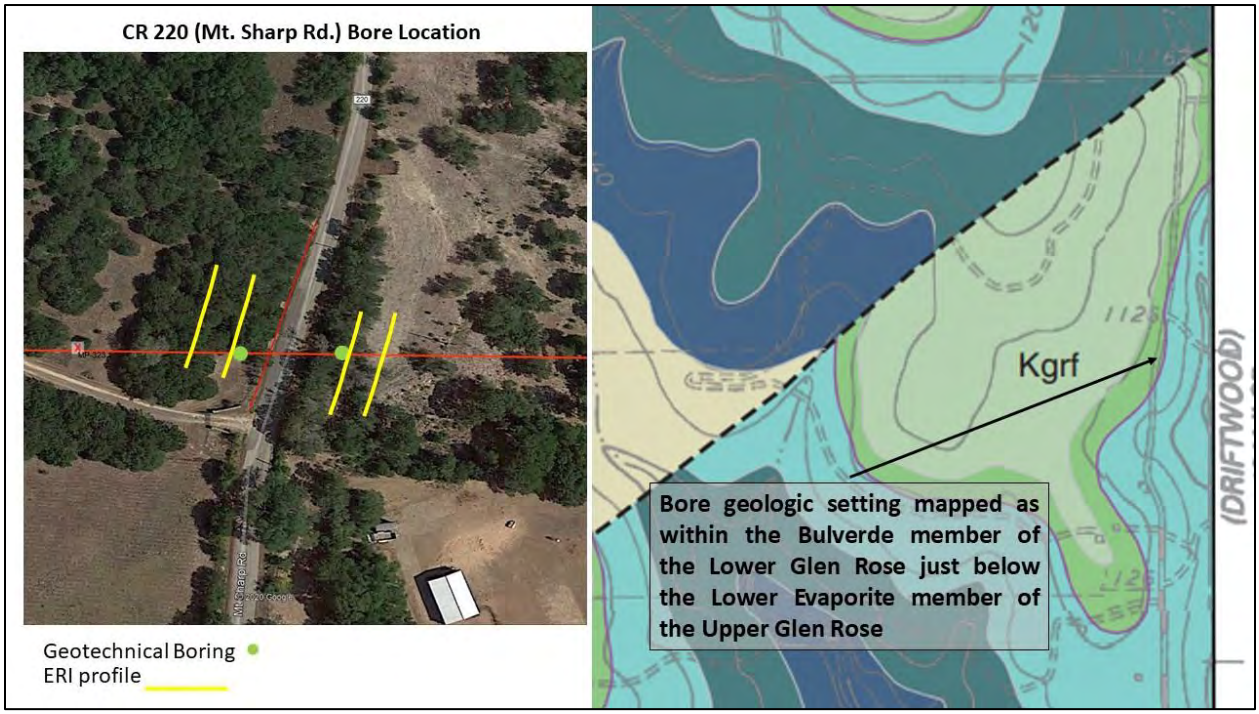


Figure 7. Location of CR 220 bore operation, with elements of investigation illustrated.

Cambrian Environmental
4422 Pack Saddle Pass
Suite 204
Austin, TX 78745

Tel (512) 663-0156

www.cambrianenvironmental.com

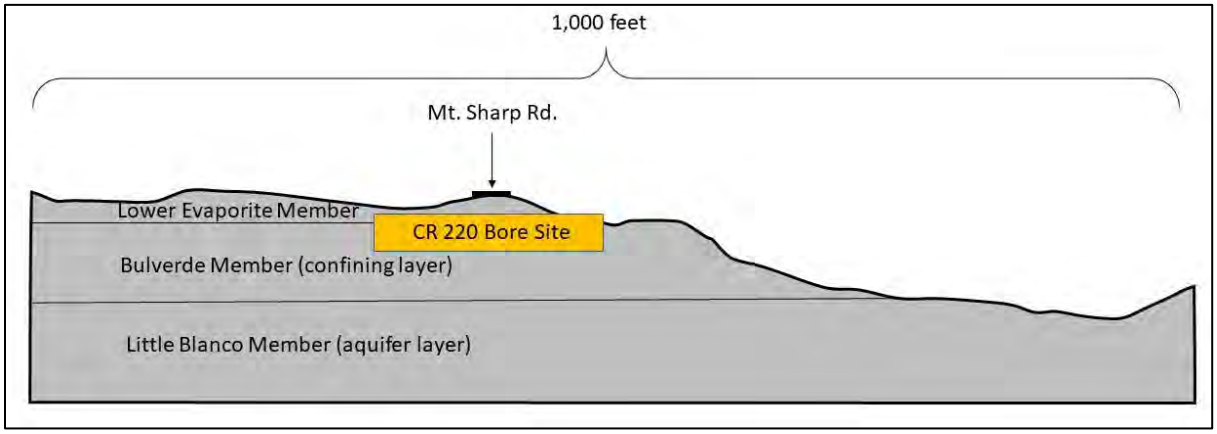


Figure 8. North-facing geological cross section of CR 220 Bore Site.

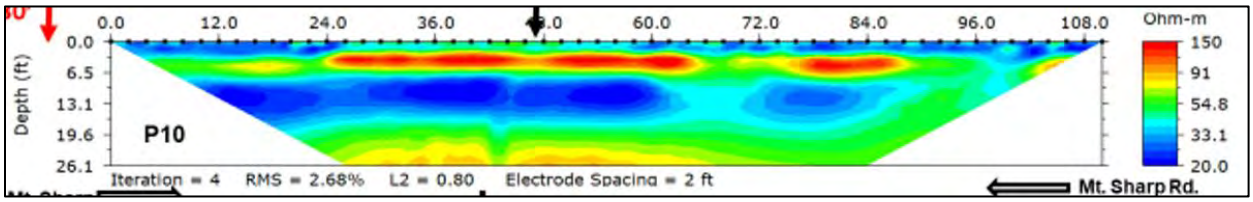


Figure 9. Representative ERI profile from CR 220 bore site (west side) illustrating relatively uniform bedding conditions with no likely karstic anomalies.

Consistent with the PHP karst void response plan, I recommend that a karst geoscientist inspect the bore pits following excavation and that any karst voids present be appropriately mitigated. In addition to standard inspection activities I recommend that the karst geoscientist inspect the face of the bore pit and conduct a stratigraphic analysis to validate the findings of this letter report. If site conditions vary from the descriptions here, then further analysis may be recommended. I also recommend drilling the horizontal bores dry (without water or drilling fluid) to further reduce the potential for groundwater impacts.

If you have any further questions or concerns regarding this matter, please do not hesitate to contact me. As a licensed professional geoscientist I attest that the contents of this report are complete and accurate to the best of my knowledge.

Kemble White Ph.D., P.G.
Cambrian Environmental

STATE OF TEXAS
KEMBLE WHITE
GEOLOGY
No. 3863
LICENSED
PROFESSIONAL GEOSCIENTIST

B. Electroresistivity Survey Report

GLOBAL GEOPHYSICAL AND GEOLOGICAL CONSULTING
ENVIRONMENTAL GEOPHYSICS ASSOCIATES

2000 Cullen Avenue, Austin, TX 78757 ·Mobile-832-368-4004.

E-mail: ega@pdq.net · Website: www.egatx.com

Resistivity Surveys Report
Kinder-Morgan Pipeline Route
Three Road Crossings: Ledgerock,
Pump Station and Mt. Sharp Roads
Hays County, Texas

May 2020

Prepared for:

SWCA Environmental Consultants

Houston, TX 78249

Prepared by: *Mustafa Saribudak, Ph.D., P.G*

Principal Geophysicist-Geologist

1.0 Study Area and Purpose of Resistivity Surveys

The study area is located in Hays County, which is located to the southwest of Austin (Figure 1). The study area consisted of three road crossings in the northern part of the Wimberley area. The road crossing sites, from west to they are Pump Station, Ledgerock and Mt. Sharp. The Kinder-Morgan Pipeline route will be constructed to cross beneath these roads in these three locations. Resistivity imaging surveys were conducted on all three road crossing locations to characterize subsurface and locate any karstic features.

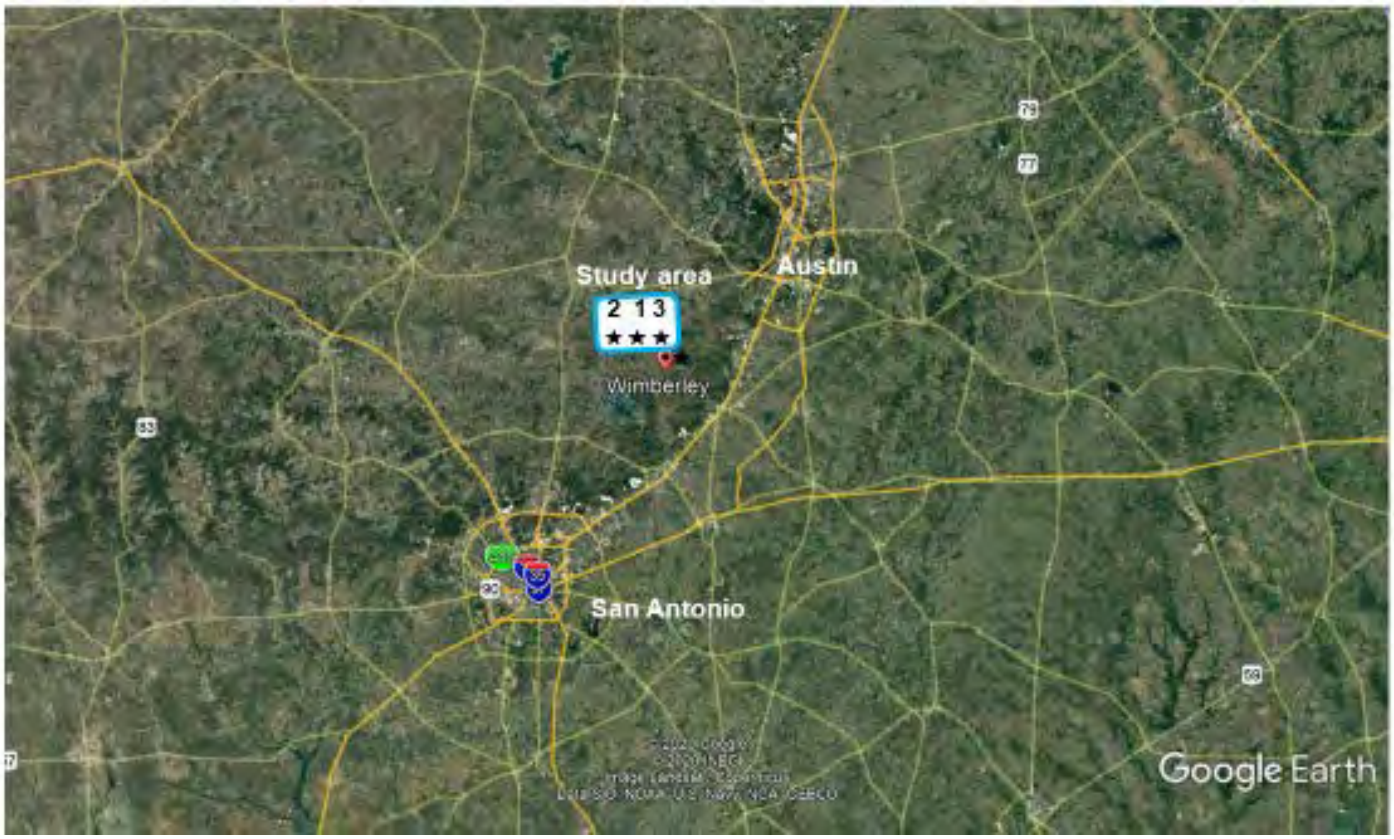


Figure 1: Site map showing the location of the study area. Numbers **1, 2, and 3** correspond to Ledgerock, Pump Station and Mt. Sharp Roads, respectively. The numbers are labeled indicating that the Ledgerock Road site was first studied, followed by Pump Station and Mt. Sharp Roads, respectively.

2.0 Site Geology

Geological units that outcrop in the study area belong to the Trinity Aquifer, which is composed primarily of carbonate units deposited during the Lower Cretaceous. The mapped hydrostratigraphic units of the upper Trinity aquifer in the study area are, from top to bottom: the cavernous, Camp Bullis (**Kgrcb**), upper evaporate (**Kgrue**), fossiliferous (**Kgrf)**, and lower evaporate (**Kgrle**) and they are interval equivalent to the upper member of the Glen Rose Limestone. The middle Trinity aquifer (interval equivalent to the lower member of the Glen Rose Limestone) contains, from top to bottom: the Bulverde (**Kgrb**), Little Blanco (**Krlb)**, and Twin Sisters (**Kgrts**). Cavernous units of Camp Bullis (Kgrcb) and the Upper Evaporate units are not present in the study area.

2.1 Ledgerock Road Geology

The geologic setting is defined as the Twin Sisters member (**Kgrts**) of the Glen Rose Formation underlies the Little Blanco member (**Kgrlb**) of the Glen Rose Formation (Figure 2). The Little Blanco member consists of thick limestone and mudstone beds. The Twin Sisters member include thick marl and shale beds.

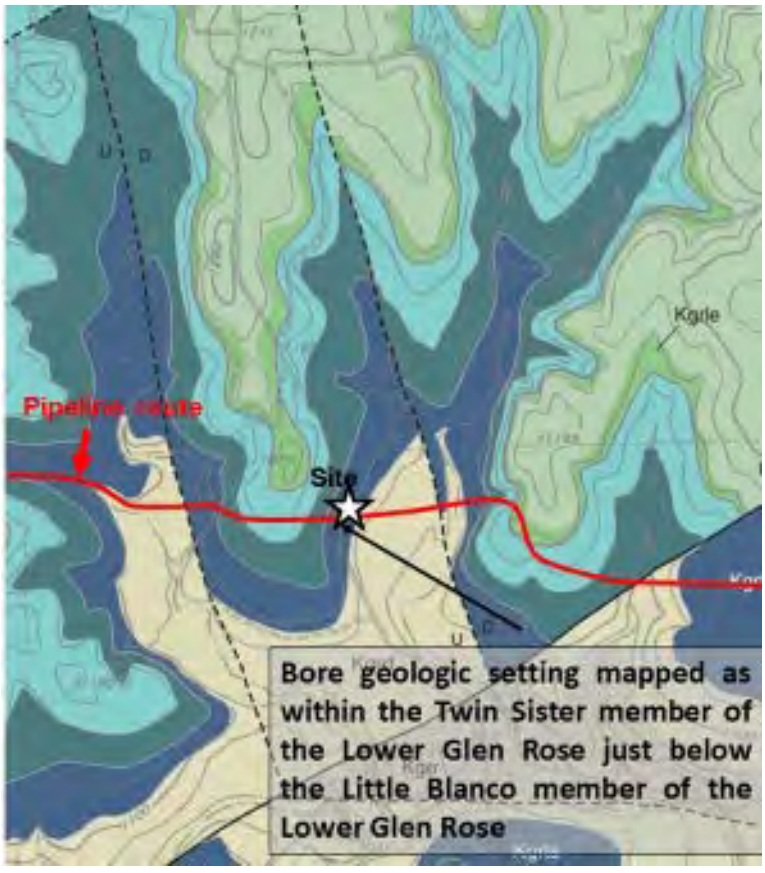


Figure 2. Local geological map of Ledgerock Road.

2.3 Pump Station Road Geology

The geologic setting is defined as the Bulverde member (**Kgrb**) of the Glen Rose Formation underlies the Lower Evaporite member (**Kgrle**) and Fossiliferous member (**Kgrf**) of the Glen Rose Formation (Figure 3). The Bulverde member includes abundant fossil and consists of bioturbated limestone, marl and evaporatic beds. The overlying Lower Evaporite member (**Kgrle**) includes dissolved evaporates, highly altered limestone layers, and chalky mudstone.

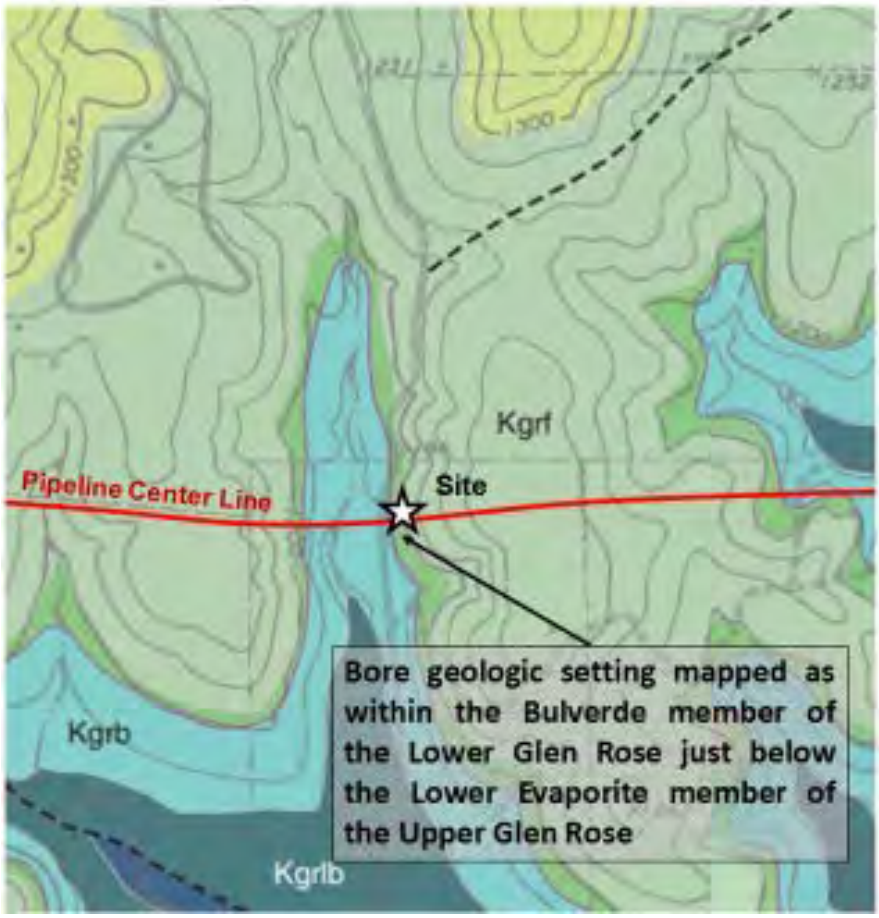


Figure 3. Local geological map of Pump Station Road.

2.4 Mt. Sharp Road Geology

The geologic setting is defined as he Bulverde member (**Kgrb)** of the Lower Glen Rose Formation underlies the Lower Evaporite member (**Kgrle**) and the Fossiliferous member (**Kgrf**) of the Upper Glen Rose Formation (Figure 4). The Bulverde member includes abundant fossil and consists of bioturbated limestone, marl and evaporatic beds. The overlying Lower Evaporite member (**Kgrle**) includes dissolved evaporates, highly altered limestone layers, and chalky mudstone.

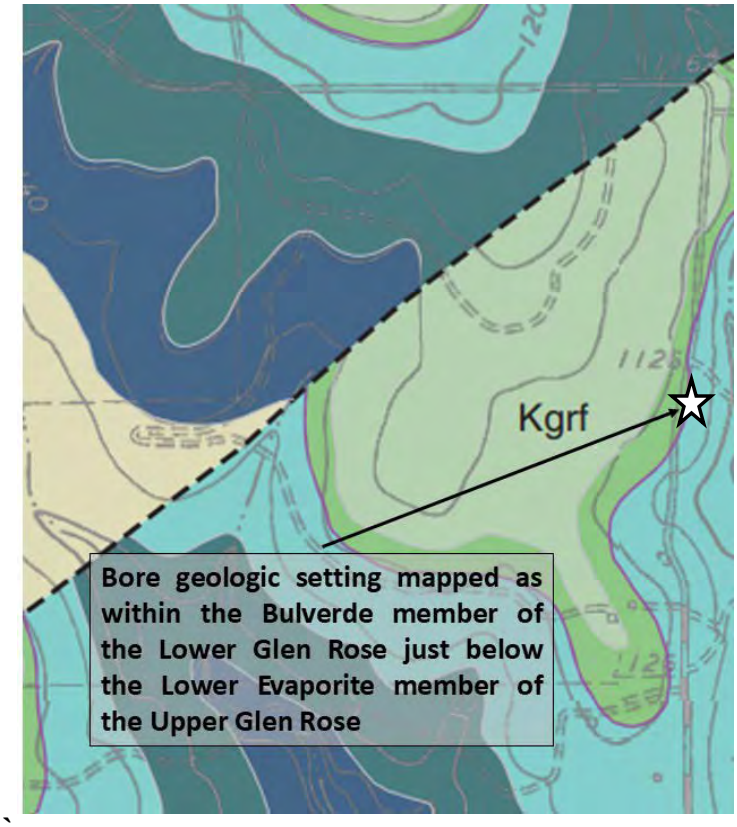


Figure 4. Local geological map of Mt. Sharp Road.

3.0 Two-Dimensional (2D) Resistivity Method

The 2D resistivity method images the subsurface by applying a constant current in the ground through two current electrodes and measuring the resulting voltage differences at two potential electrodes some distant away. An apparent resistivity value is the product of the measured resistance and a geometric correction for a given electrode array. The geometric factor incorporates the geometric arrangement of the electrodes and contributes a unit length, giving apparent resistivity values in units of ohm-meters (Ω-m). Resistivity values are highly affected by several variables, including the presence of water or moisture, and the amount and distribution of poor space in the material, and temperature.

The resistivity array consisted of a 56-electrode passive cable (4 cables with 14 electrode take-out) spaced at varying distances. The mixed array of dipole-dipole and Schlumberger techniques is more sensitive to horizontal and vertical changes in the subsurface, respectively. With the use of mixed array, we collected almost twice as many resistivity data points as opposed to dipole-dipole or any other choice of a single array technique, which is important in order to get high quality and high resolution resistivity data.

Appropriate quality assurance/quality control procedures such as testing contact resistance before data collection was performed for each profile segment. Contact resistance measures the resistance to current flow at electrodes caused by imperfect electrical contact with the earth. Poor data quality or anomalous data can result from high or highly variable electrode contact resistance along a profile. To decrease the effect of contact resistance along each profile, we used a saltwater solution at each electrode before the contact test was performed. The solution volume was sufficient to reduce electrical resistance at the contact between the probe and surrounding surface soil but insufficient to penetrate underlying soils and impact resistivity testing results.

4.0 Resistivity Surveys Field Design

Four resistivity profiles were conducted on each site. Profiles were conducted in the south-north direction for consistency. Two profiles were marked on the east and west sections of each study area, respectively. Spacing between profiles, and the electrode spacing differed from site to site because each site had varying length of right of way. In general, the electrode spacing was held between 2 to 4 feet, whereas the profile spacing was held as big as 82 feet. Two wooden stakes on each end of the profiles were hammered into ground and labeled accordingly.

4.1 Ledgerock Road Resistivity Surveys

Four profiles (P1 through P4) were conducted at Ledgerock Road crossing. Profiles P1 and P2 were located in the western section, whereas profiles P3 and P4 were located in the eastern section of the road crossing (Figure 5). A ramp on the eastern side, where some section of profile P5 was run, appears to be constructed for the cross-road drilling. Thus the debris material underlying the ramp was about 6 feet thick. But, the rest of the profiles (P1, P2 and P4) were run over some excavated and some undisturbed areas.

Electrode spacing was held 4-ft on all four profiles, which yielded 52-ft depth exploration in the middle of the profile.

Figure 5. Site map of Ledgerock Road showing locations of resistivity profiles-P1 through P4.

We measured GPS values of the beginning and the end locations of four resistivity profiles at Ledgerock Road and summarized in Table 1.

Table 1. GPS values of resistivity profiles at Ledgerock Road.

Profile Name	Start (Latitude, Longitude)	End (Latitude, Longitude)
P1	30° 04.047', 98 10.084'	30° 04.083', 98° 10.085'
P2	30° 04.046', 98 10.080'	30° 04.082', 98° 10.080'
P3	30° 04.047', 98 10.067'	30° 04.081', 98° 10.066'
P4	30° 04.045', 98 10.058'	30° 04.082', 98° 10.057

4.2 Pump Station Road

Four resistivity profiles, P5 through P8, were conducted at Pump Station Road site. P5 and P6 on the western, and P7 and P8 were located on the eastern section of the road (Figure 6). Electrode spacing between electrodes were held 3-ft on all four profiles, which yielded a depth exploration of 39-ft.

Figure 6. Site map of Pump Station Road showing locations of resistivity profiles-P5 through P8.

We measured GPS values of the beginning and the end locations of four resistivity profiles at Pump Station Road and summarized in Table 2.

Table 1. GPS values of Resistivity Profiles at Pump Station Road.

Profile Name	Start (Latitude, Longitude)	End (Latitude, Longitude)
P5	30° 04.037', 98° 11.749'	30° 04.063', 98° 11.749'
P6	30° 04.037', 98° 11.738'	30° 04.064', 98° 11.736'
P7	30° 04.039', 98° 11.720'	30° 04.065', 98° 11.717'
P8	30° 04.038', 98° 11.710'	30° 04.064', 98° 11.710'

4.3 Mt. Sharp Road

Four resistivity profiles, P9 through P12, were conducted at Mt. Sharp Road; profiles P9 and P10 on the western, and P11 and P2 were located on the eastern sides of the road (Figure 7). The electrode spacing was held 2-ft, which yielded a depth exploration of 26-ft in the center of the profiles.

Figure 7. Site map of Mt. Sharp Road showing locations of resistivity profiles-P9 through P12.

We measured GPS values of the beginning and the end locations of four resistivity profiles at Mt. Sharp Road and summarized in Table 3.

Table 3. GPS values of Resistivity Profiles at Mt. Sharp Road.

Profile Name	Start (Latitude, Longitude)	End (Latitude, Longitude)
P9	30° 03.835', 98° 07.603'	30° 03.851', 98° 07.599'
P10	30° 03.833', 98° 07.597'	30° 03.851', 98° 07.592'
P11	30° 03.827', 98° 07.578'	30° 03.845', 98° 07.573'
P12	30° 03.829', 98° 07.572'	30° 03.846', 98° 07.567'

5.0 Resistivity Data Processing and Display of Data

We analyzed the resistivity data using Advanced Geosciences, Inc. (AGI) EarthImager 2D Resistivity Inversion software. This program solves for the best fitting smooth model solution from a series of subsurface apparent resistivity data. Topographic correction was applied to the electrode positions to increase the accuracy of the final inverted model. 2D resistivity imaging data is presented as a colored 2-D electrical image of subsurface (i.e. a vertical cross section of the distribution of subsurface resistivity). Such a display section indicates low, medium, and high resistivity areas and the structural configuration of the subsurface geology. A topographic correction was applied to the resistivity data whenever necessary. Based on our 15 years of experience working with resistivity data, we like to indicate that all range of resistivity anomalies (low to high) can be caused by the presence of caves and sinkholes. However, purely air-filled cavities cause high resistivity anomalies whereas clay-filled caves are the source of low resistivity anomalies. But it is rarely that caves are purely filled with air. A variety of sediments accumulates in caves and can be preserved more or less intact for long periods of time. Presence of sand and gravel and clay deposits, mineralization, faults and fractures, perched water in caves are the rules rather than the exception.

The final resistivity output, which is the inverted section, represents the result of an iterative process that tends to minimize the difference between measured and calculated resistivity values. The Root Mean Squared (RMS) error gives a measure of this difference. In this project, RMS values of all inverted resistivity sections are below four (4), which indicates that the quality of the resistivity data is excellent.

6.0 Interpretation of Resistivity Data at Three Road Crossings

All four resistivity data profiles obtained from each site are displayed from the west side to the east side of the road. In other words, profiles P1, P2 are located to the west, and profiles P3 and P4 are located to the east of the each road. Also all profiles were conducted in the field from the south direction (beginning) and to the north (end) direction. Locations of Center Lines, borehole locations, ramps and gates are provided on resistivity profiles for reference purposes.

6.1 Ledgerock Road Crossing

Profiles P1 and P2 were located to the west, and profiles P3 and P4 were located to the east section of the Ledgerock Road (Figure 8). Dark to light blue colors are indicative of low resistivity values (between 20 and 100 Ohm.m), depicting probably mudstones, marls and/or shales. Median values which range between 100 and 300 Ohm.m, and shown with the green color is probably caused by limestone layers. Resistivity values above 300 Ohm.m are shown with the red color, which is likely caused by resistive limestone layers. These resistive limestone layers outcrop in the field and present themselves as ledges.

Profile P1 indicates an anomaly in the center of the profile, and is shown with a letter **A.** Note that low resistivity values (mudstone, shale and some interbedded limestone layers) are enveloped by higher resistivity values (green) in color. The source of this anomaly could be depositional. If a borehole is planned to drill at this location we suggest station 116-ft on profile P1 would be a good spot to drill.

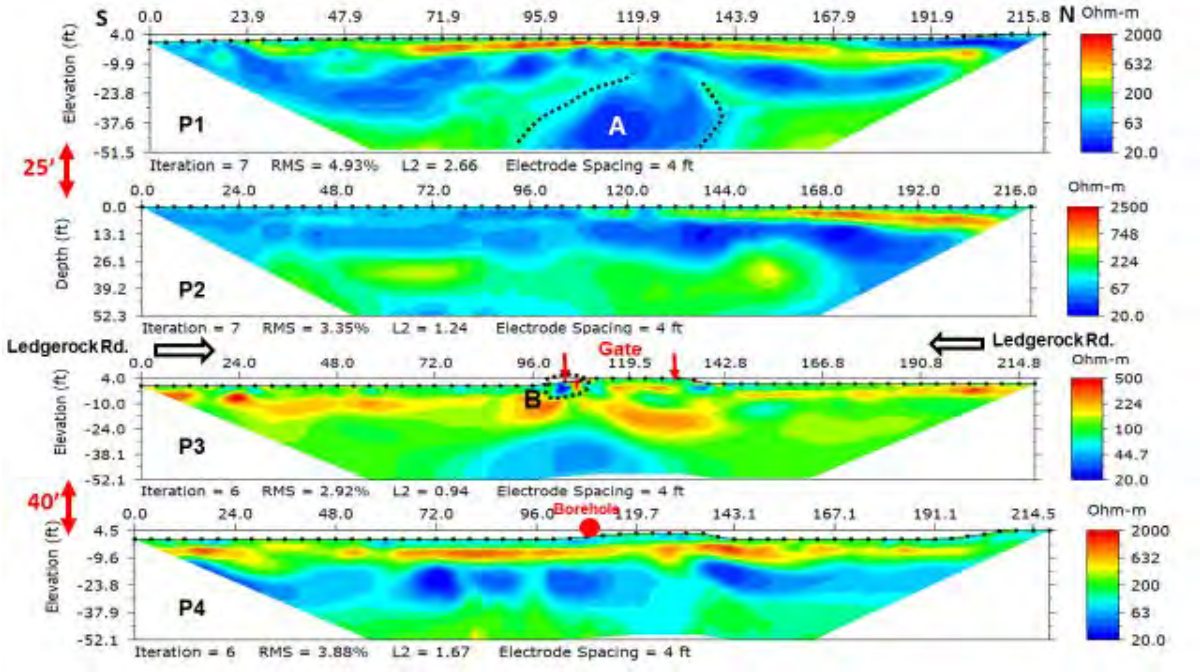


Figure 8. Resistivity data on profiles P1, P2, P3 and P4. Note that Ledgerock Road is located between the pairs of P1P2 and P3P4. Numbers in red on the south sides of the profiles are approximate distances between profiles.

A resistivity anomaly was marked as **B** to the south of the Gate on profile P3. This anomaly is due to an artifact caused by the topographic correction applied to the resistivity data. We earlier mentioned that this profile was laid upon a fill material of about ~6-ft thick, covering the ramp area, and that is the reason it looks partially different from the rest of three profiles.

In the field, while we were conducting P1 and P2 profiles on the west section, a borehole drilling was carried near profile P4. The approximate location of this borehole is marked on the resistivity profile P4.

6.2 Pump Station Road

Profiles P5 and P6 were located to the west, and profiles P7 and P8 were located to the east section of the Pump Station Road (Figure 9). Dark to light blue colors are indicative of low resistivity values (between 10 and 30 Ohm.m), depicting probably clay. Median values which range between 30 and 100 Ohm.m, and shown with the green color is probably caused by shale and marl layers. Resistivity values above 100 Ohm.m are shown with the red color, which is likely caused by resistive limestone layers.

Profile P5 indicates a resistivity anomaly and its location as marked with the letter of C. The anomaly appears to be caused by a lower resistivity value enveloped by higher resistivity bodies. The source is probably due to a resistivity change, and is not considered to be a karstic anomaly. The location of this anomaly appears to fall outside the range of the center line of the pipeline route.

A borehole location, which was drilled prior to the resistivity surveys was marked on profile P6. Note a resistivity anomaly similar to the one on profile P1 in Figure 8 was also observed on profile P7 (anomaly D); that is the low resistivity values are being enveloped by the higher resistivity values. This anomaly falls outside the range of the center line of the pipeline route.

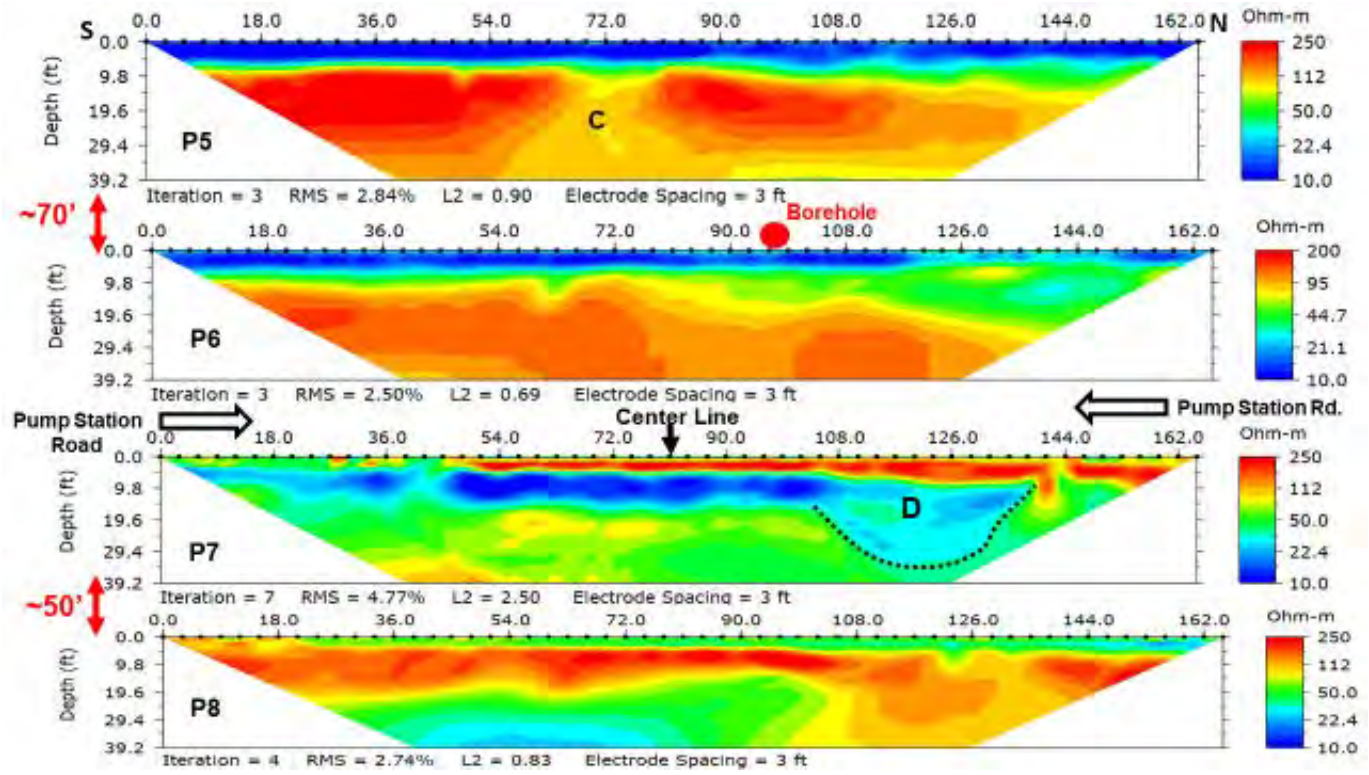


Figure 9. Resistivity data on profiles P5, P6, P7 and P8. Note that Pump Station Road is located between the pairs of profiles P5P6 and P7P8. Numbers in red on the south sides of the profiles are approximate distances between profiles.

6.3 Mt. Sharp Road

Profiles P9 and P10 were located to the west, and profiles P11 and P12 were located to the east section of the Mt. Sharp Road (Figure 10). Dark to light blue colors are indicative of low resistivity values (between 20 and 50 Ohm.m), depicting probably clay, marl and shale. Median values which range between 50 and 90 Ohm.m, and shown with the green/yellow colors is probably caused by shale and marl layers. Resistivity values above 100 Ohm.m are shown with the red color, which is likely caused by resistive limestone layers.

Minimum and high resistivity values of color bars of profiles P9 and P10 range between 20 and 150 Ohm.m whereas P11 and P12 range between 20 and 2,500 Ohm.m. Note that Mt. Sharp Road separates profiles P10 and P11 from profiles P9 and P10. The latter profiles are topographically higher than profiles P9 and P10. This elevation contrast could explain the resistivity difference observed on these profiles.

Location of the Center Line for the pipeline route is marked on the profiles. All four profiles do not indicate any anomaly in the vicinity of the pipeline route,

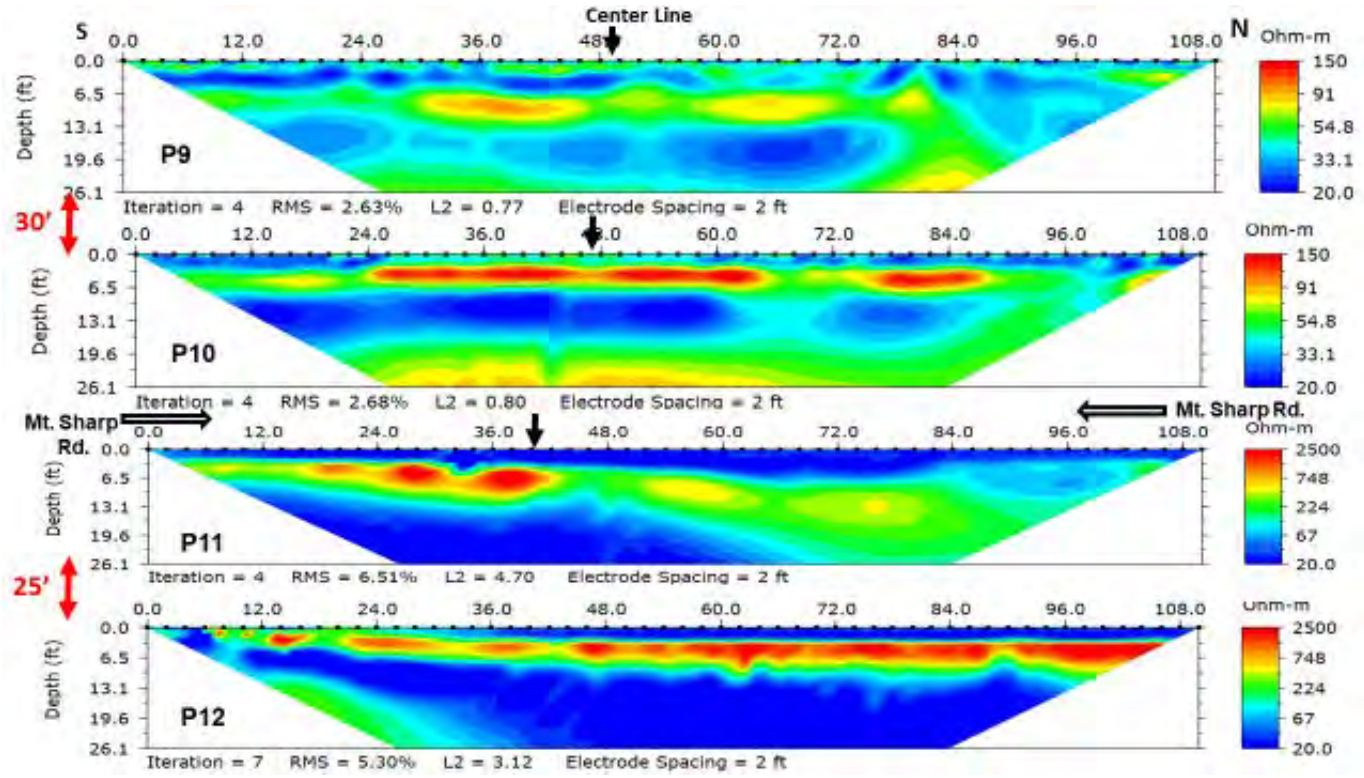


Figure 10. Resistivity data on profiles P9, P10, P11 and P12. Note that Mt. Sharp Road is located between the pairs of profiles P5P6 and P7P8. Numbers in red on the south sides of the profiles are approximate distances between profiles.

7.0 Conclusions

Results of resistivity imaging data obtained from three road crossings reveal horizontal layers of low resistivity values which could be caused by clay, mudstone, shale and marl units. These values are observed from ground surface to the maximum depths of about 50 feet. These low resistivity layers are overlain or underlain or interbedded with high resistivity values, which are probably caused by resistive limestone units. In general, resistivity profiles do not indicate any karstic anomalies.

C. Geotechnical Investigation

MOTT
MACDONALD

Angela R. Williamson, P.E.
Senior Project Manager
1001 Louisiana St., Suite 1000
Houston, TX 77002

CR-218: Pump Station Road – Geotechnical Data Memorandum

Our Reference
507100683-006

Mott MacDonald
111 S Wood Ave
Iselin, NJ 08830
United States of America

T +1 (973) 379 3400
mottmac.com

May 14, 2020

Dear Ms. Williamson,

Mott MacDonald is pleased to provide this Geotechnical Data Memorandum to Kinder Morgan to summarize the results of our geotechnical field investigation for the proposed Permian Highway Pipeline (PHP) Project at CR-218 (Pump Station Road) in Hays County, Texas. We understand that this information will support road crossing permit applications to Hays County.

Two borings, each advanced to a depth of 25 feet below ground surface (BGS), were conducted at the named crossing location. Our investigation and supporting details are provided in Section 1 through 3 of this Memorandum. Boring locations are depicted on our Investigation Location Plan, included as **Attachment A**. The two (2) borings completed are described in **Section 3**; with typed, draft boring logs found as **Attachment B**. Further background geologic information for this project site can be found within **Section 3.**

1 Introduction

The CR-218: Pump Station Road crossing is located approximately 30 miles south west of Austin, Texas in Hays County, Texas. This is depicted in Figure 1.

Figure 1 – Site Vicinity Map

Source: Google Earth Imagery dated 5/14/2020

Two borings, B-1-CR218-CM (eastern side of CR-218) and B-2-CR218-GW (western side of CR-218), were proposed as part of our work. Our program included a brief desktop study of local geologic conditions and our field investigation. Our program did not include any laboratory testing at this time. Mott MacDonald developed and implemented the program in consultation and with approval from Kinder Morgan.

2 Methodology

Mott MacDonald retained Braun Intertec to advance both soil borings on May 13 and 14, 2020. Soil sampling and Standard Penetration Testing were performed in accordance with ASTM Standard D1586, “Standard Test Method for Penetration and Split-Barrel Sampling of Soils. A Diedrich D-50 drill rig and associated crew were utilized to complete both borings. Soil borings were observed and visually classified in accordance with ASTM D2488 “Standard Practice for Description and Identification of Soils”, by Jonathan Nelson, EIT, a Mott MacDonald geotechnical representative under the direction of a Professional Engineer licensed in the State of Texas. The soil borings were generally performed in accordance with ASTM D1452, “Standard Practice for Soil Exploration and Sampling by Auger Borings.” Although rock coring was indicated as a potential method of sampling, this was not necessary due to weak encountered rock.

Each soil boring was advanced to 25 feet below grade. Soil samples were collected continuously within the upper ten feet of soil borings, then in five-foot intervals thereafter to the boring’s termination depths. Collected soil samples were retained in double-bagged, zip-lock bags. All drilling locations investigated within our scope of work are represented within Investigation Location Plan, included as **Attachment A**. Typed draft soil boring logs are provided in **Attachment B**.

3 Geology and Subsurface Conditions

Mott MacDonald conducted a brief, desktop review of surficial and bedrock geology maps and reports made available by the Texas State Geological Survey (TxGS) prior to conducting our investigation. The mapping available indicates that the project site is located within the Bulverde member of the Lower Glen Rose formation, just below the Low Evaporite member of the Upper Glen Rose formation.

The Upper Glen Rose Limestone Formation is a Cretaceous formation. This formation is comprised of limestone, dolomite, and marl in alternating, resistant and recessive beds forming stairstep topography. This limestone is described as aphanitic to fine-grained, hard to soft and marly with a light-gray to yellowish-gray color to it. Various fossiliferous and dolomitic deposits have been observed within this 220 feet thick formation. The Formation is also consistent with findings of concretions and massive accumulations of calcium carbonate (caliche).

Following our field investigation, Mott MacDonald observed the following generalized subsurface conditions at each boring location:

B-1-CR218-CM

- 0 to 11.5 feet below grade – Very dense weathered limestone
- 11.5 to 16.5 feet below grade – Very stiff high-plasticity clay with trace limestone fragments
- 16.5 to 25 feet below grade – Hard low-plasticity sandy clay with fine gravel inclusions

B-2-CR218-GW

- 0 to 9.5 feet below grade – Stiff to hard sandy clay with infrequent inclusions of limestone fragments;
- 9.5 to 21 feet below grade – Very dense weathered limestone with intermittent layerings of partially cemented clay and sand between 13 and 17.5 feet below grade;
- 21 to 25 feet below grade – Very dense weathered marl

No groundwater was observed or inferred to exist within these two (2) locations.

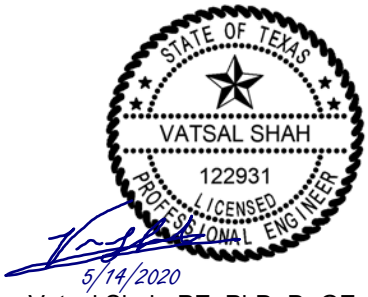
4 Limitations

Mott MacDonald notes that the findings and recommendations presented within this draft memo are based on our investigation program conducted in May 2020 and our engineering judgment. Our overall findings and recommendations will be included in our Geotechnical Report.

It is our pleasure to continue supporting Kinder Morgan with this important project.

Regards,

Mott MacDonald



Vatsal Shah, PE, PhD, D. GE
Vice President / Principal Engineer
TX PE No. 122931 Renews 3/31/2021
T: 973 912 7517
C: 201 401 0301
vatsal.shah@mottmac.com

Attachment A – Investigation Location Plan

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Mott MacDonald
111 Wood Avenue South
Iselin, NJ 08830-4112
United States of America

T +1 973 379 3400
F +1 973 912 2400
mottmac.com

Certificate No. 24GA28016600

Client: KINDER MORGAN INC.

Rev	Date	Drawn	Description	Ch'k'd	App'd
0	5/14/2020				

0 50 100 150 200 Feet

Reference Scale:	1:1,200
Absolute Scale:	1 inch = 100 feet
Project Number	507100683-006
B/O	1
Total	1

Designed	CG		Eng check		
Drawn	AGW		Coordination		
Dwg Check	JWN		Approved	VAS	

Scale at 11" x 17": AS SHOWN | Status | Rev | Security

Drawing Number: BLP-1

Title

BORING LOCATION PLAN

KINDER MORGAN
PERMIAN HIGHWAY: CR218
BLANCO, TEXAS

C:\Users\WIL805411\Desktop\Permian Highway Pipeline\CR218 - Pump Station Road\MXD\CR218 - Pump Station Rd - Boring Location Plan.mxd

IMAGE SOURCE: OGRIP

Attachment B – Draft Boring Logs

MOTT MACDONALD M M

SOIL BORING LOG

BORING NO.: **B-1-CR218-CM**
Page **1** of **2**

Project:	Permian Highway Pipeline	**Project No.:**	507100683-006
Location:	Blanco, TX	**Project Mgr:**	Vatsal Shah
Client:	Kinder Morgan	**Field Eng. Staff:**	Jonathan Nelson
Drilling Co.:	Braun Intertec	**Date/Time Started:**	May 13, 2020 at 8:10 am
Driller/Helper:	Dave Rogers /Brandon Rogers	**Date/Time Finished:**	May 13, 2020 at 9:20 am

Elevation: 1197 ft. **Vertical Datum:** NAVD88

Boring Location: North of pipeline centerline, and east of Pump Station Road

Coord.: **Lat:** 30.067581 **Long:** -98.195279
Horizontal Datum: NAD 1983

Item	Casing	Sampler	Core Barrel
Type	SSA	SS	-
Length	5 ft	2 ft	-
Inside Dia. (in.)	2.25	1.375	-
Hammer Wt. (lb.)	140	140	-
Hammer Fall (in.)	30	30	-

Rig Make & Model: Diedrich D-50

☑ Truck	☐ Tripod	☐ Cat-Head	
☐ ATV	☐ Geoprobe	☑ Winch	
☐ Track	☐ Air Track	☐ Roller Bit	
☐ Skid	☐ _____	☑ Cutting Head	

Hammer Type: ☐ Safety, ☐ Doughnut, ☑ Automatic, ☐ _____

Drilling Fluid: ☐ Bentonite, ☐ Polymer, ☐ Water, ☑ None

Drill Rod Size:

Casing Advance: Solid Stem Auger

Depth/ Elev. (ft)	Sample No. / Interval (ft)	Rec. (in)	Sample Blows per 6"	Stratum Graphic	USCS Group Symbol	Visual - Manual Identification & Description (Density/consistency, color, Group Name, constituents, particle size, structure, moisture, optional descriptions, geologic interpretation, Symbol)	Field Tests: Dilatancy	Toughness	Plasticity	Dry Strength	Remarks
	S-1 0.0'- 2.0'	10	7 8 10 14			Medium dense, light brown to brown WEATHERED LIMESTONE fragments, little coarse to fine Sand, little Clay, moist	-	-	NP	L	
	S-2 2.0'- 4.0'	15	21 40 50/3"			Very dense, light brown WEATHERED LIMESTONE, dry	-	-	-	-	
5	S-3 4.0'- 6.0'	7	39 50/4"			Very dense, light brown WEATHERED LIMESTONE, dry	-	-	-	-	
1190	S-4 6.0'- 8.0' 6.5'-'	5	50/6"			Very dense, light brown WEATHERED LIMESTONE, dry	-	-	-	-	
							-	-	-	-	Augering in and out of rock from 6.5 to 8 feet below ground surface.
	S-5 8.0'- 10.0'	4	50/4"			Very dense, light brown WEATHERED LIMESTONE, dry	-	-	-	-	
10											
	11.5'-'					11.5	-	M	H	VH	Brownish yellow Clay encountered while augering from 11.5 to 13 feet below ground surface.
	S-6 13.0'- 15.0'	24	13 14 15 18		CH	Very stiff, brown CLAY, trace Limestone fragments, dry (CH)	N	H	M	VH	PP > 4.5 tsf
15											
1180						16.5					
	S-7 18.0'- 20.0'	10	50/5"		CL	Hard, brown to gray Sandy CLAY, trace fine Gravel, dry (CL)	N	M	L	M	

Water Level Data

Date	Time	Elapsed Time (hr)	Depth in feet to: Bot. of Casing	Bottom of Hole	Water

Sample Type

O	Open End Rod
T	Thin-Wall Tube
U	Undisturbed Sample
SS	Split Spoon Sample
G	Grab Sample

Notes:
PP = Pocket Penetrometer No Groundwater Encountered While Drilling

Boring No.: **B-1-CR218-CM**

Field Test Legend:
Dilatancy: N - None S - Slow R - Rapid
Toughness: L - Low M - Medium H - High
Plasticity: NP - Non-Plastic L - Low M - Medium H - High
Dry Strength: N - None L - Low M - Medium H - High VH - Very High

NOTES: 1.) "ppd" denotes soil sample average diametral pocket penetrometer reading. 2.) "ppa" denotes soil sample average axial pocket penetrometer reading.
3.) Maximum Particle Size is determined by direct observation within limitations of sampler size. 4.) Soil identifications and field tests based on visual-manual methods per ASTM D2488.

MOTT MACDONALD M M

SOIL BORING LOG
(continued)

BORING NO.: **B-1-CR218-CM**
Page **2** of **2**

Depth/ Elev. (ft)	Sample No. / Interval (ft)	Rec. (in)	Sample Blows per 6"	Stratum Graphic	USCS Symbol Group	Visual - Manual Identification & Description (Density/consistency, color, Group Name, constituents, particle size, structure, moisture, optional descriptions, geologic interpretation, Symbol)	Field Tests: Dilatancy	Toughness	Plasticity	Dry Strength	Remarks
	21.0'-'					Dark brown WEATHERED MARL, dry (21' - 22.5') Encountered while augering	-	-	-	-	Marl layer encountered while augering at 21 feet below ground surface.
						22.5					
	S-8 23.0'-25.0'	18	10 38 50/4"		CL	Top (8") - Brown Sand CLAY, trace coarse to fine Gravel, dry (CL)	-	M	M	H	
	24.0'-'					24.0					
					SC	Bottom (10") - Light brown Clayey fine SAND, moist (SC)	S	L	L	M	
25						25.0 End of Boring at 25 feet BGS. Borehole grouted with Portland cement.					
1170											
30											
35											
1160											
40											
45											

PROJECT NO.: **507100683-006**

BORING NO.: **B-1-CR218-CM**

NOTES: 1.) "ppd" denotes soil sample average diametral pocket penetrometer reading. 2.) "ppa" denotes soil sample average axial pocket penetrometer reading.
3.) Maximum Particle Size is determined by direct observation within limitations of sampler size. 4.) Soil identifications and field tests based on visual-manual methods per ASTM D2488.

MOTT MACDONALD M M

SOIL BORING LOG

BORING NO.: **B-2-CR218-GW**
Page **1** of **2**

Project:	Permian Highway Pipeline	**Project No.:**	507100683-006
Location:	Blanco, TX	**Project Mgr:**	Vatsal Shah
Client:	Kinder Morgan	**Field Eng. Staff:**	Jonathan Nelson
Drilling Co.:	Braun Intertec	**Date/Time Started:**	May 13, 2020 at 1:20 pm
Driller/Helper:	Dave Rogers /Brandon Rogers	**Date/Time Finished:**	May 13, 2020 at 2:30 pm

Elevation: 1178 ft. **Vertical Datum:** NAVD88

Boring Location: North of pipeline centerline, west of Pump Station Road.

Coord.: **Lat:** 30.067524 **Long:** -98.195576
Horizontal Datum: NAD 1983

Item	Casing	Sampler	Core Barrel
Type	SSA	SS	-
Length	5 ft	2 ft	-
Inside Dia. (in.)	2.25	1.375	-
Hammer Wt. (lb.)	140	140	-
Hammer Fall (in.)	30	30	-

Rig Make & Model: Diedrich D-50

☑ Truck ☐ Tripod ☐ Cat-Head
☐ ATV ☐ Geoprobe ☑ Winch
☐ Track ☐ Air Track ☐ Roller Bit
☐ Skid ☐ _____ ☑ Cutting Head

Hammer Type
☐ Safety
☐ Doughnut
☑ Automatic
☐ _____

Drilling Fluid
☐ Bentonite
☐ Polymer
☐ Water
☑ None

Drill Rod Size:

Casing Advance
Solid Stem Auger

Depth/ Elev. (ft)	Sample No. / Interval (ft)	Rec. (in)	Sample Blows per 6"	Stratum Graphic	USCS Group Symbol	Visual - Manual Identification & Description (Density/consistency, color, Group Name, constituents, particle size, structure, moisture, optional descriptions, geologic interpretation, Symbol)	Field Tests: Dilatancy	Toughness	Plasticity	Dry Strength	Remarks
	S-1 0.0'- 2.0'	13	9 5 7 7		CL	Stiff, dark brown Silty CLAY, trace coarse to fine Sand, trace wood fragments, moist (CL)	S	M	M	H	PP = 3.6 tsf TV = 0.52 tsf
						2.0					
	S-2 2.0'- 4.0'	16	9 10 10 11		CH	Very stiff, light brown to brownish yellow Sandy CLAY, moist (CH)	S	M	H	H	PP > 4.5 tsf TV = 0.38 tsf
						4.0					
5	S-3 4.0'- 6.0'	20	7 9 9 10		SC	Medium dense, light brown Clayey coarse to fine SAND, dry (SC)	S	L	L	M	
						6.0					
	S-4 6.0'- 8.0'	19	9 10 12 14		CL	Very stiff, light brown to brownish yellow Sandy CLAY, dry (CL)	-	L	L	M	PP = 3.75 tsf TV = 0.61 tsf
1170	S-5 8.0'- 10.0'	23	12 17 30 41		CL	Top (19") - Hard, light brown to brownish yellow Sandy CLAY, little Limestone fragments, dry (CL)	-	L	L	M	PP = 4.4 tsf TV = 0.27 tsf
						9.5					
10						Bottom (4") - Light brown WEATHERED LIMESTONE, dry					
						11.5					
	S-6 13.0'- 15.0'	2	50/2"		SC	Very dense, light brown Clayey coarse to fine SAND, little Limestone fragments, dry (SC) -Caliche	-	L	M	M	
15	15.0'-'						-	-	-	-	Clay seam encountered while augering from 15 to 17 feet below ground surface.
						17.0					
1160	S-7 18.0'- 20.0'	2	50/2"			Very dense, light brown WEATHERED LIMESTONE, little Clay, dry	-	L	L	L	

Water Level Data

Date	Time	Elapsed Time (hr)	Depth in feet to: Bot. of Casing	Bottom of Hole	Water

Sample Type

O Open End Rod
T Thin-Wall Tube
U Undisturbed Sample
SS Split Spoon Sample
G Grab Sample

Notes:

PP = Pocket Penetrometer
TV = Torvane No Groundwater Encountered While Drilling

Boring No.: **B-2-CR218-GW**

Field Test Legend:
Dilatancy: N - None S - Slow R - Rapid
Toughness: L - Low M - Medium H - High
Plasticity: NP - Non-Plastic L - Low M - Medium H - High
Dry Strength: N - None L - Low M - Medium H - High VH - Very High

NOTES: 1.) "ppd" denotes soil sample average diametral pocket penetrometer reading. 2.) "ppa" denotes soil sample average axial pocket penetrometer reading.
3.) Maximum Particle Size is determined by direct observation within limitations of sampler size. 4.) Soil identifications and field tests based on visual-manual methods per ASTM D2488.

MOTT MACDONALD M M

SOIL BORING LOG
(continued)

BORING NO.: **B-2-CR218-GW**
Page **2** of **2**

Depth/ Elev. (ft)	Sample No. / Interval (ft)	Rec. (in)	Sample Blows per 6"	Stratum Graphic	USCS Symbol Group	Visual - Manual Identification & Description (Density/consistency, color, Group Name, constituents, particle size, structure, moisture, optional descriptions, geologic interpretation, Symbol)	Field Tests: Dilatancy	Toughness	Plasticity	Dry Strength	Remarks
						21.0					
	21.0'-'						-	-	-	-	Gray Marl encountered while augering at 21 feet below ground surface.
	S-8 23.0'-25.0'	10	4 6 7 50/3"			Very dense, light brown to gray WEATHERED MARL, dry	-	-	-	M	
25						25.0 End of Boring at 25 feet BGS. Borehole grouted with Portland cement.					
1150											
30											
35											
1140											
40											
45											

PROJECT NO.: **507100683-006**

BORING NO.: **B-2-CR218-GW**

NOTES: 1.) "ppd" denotes soil sample average diametral pocket penetrometer reading. 2.) "ppa" denotes soil sample average axial pocket penetrometer reading.
3.) Maximum Particle Size is determined by direct observation within limitations of sampler size. 4.) Soil identifications and field tests based on visual-manual methods per ASTM D2488.

MOTT
MACDONALD

Angela R. Williamson, P.E.
Senior Project Manager
1001 Louisiana St., Suite 1000
Houston, TX 77002

CR-220: Mount Sharp Road – Geotechnical Data Memorandum

Our Reference
507100683-006

Mott MacDonald
111 S Wood Ave
Iselin, NJ 08830
United States of America

T +1 (973) 379 3400
mottmac.com

May 14, 2020

Dear Ms. Williamson,

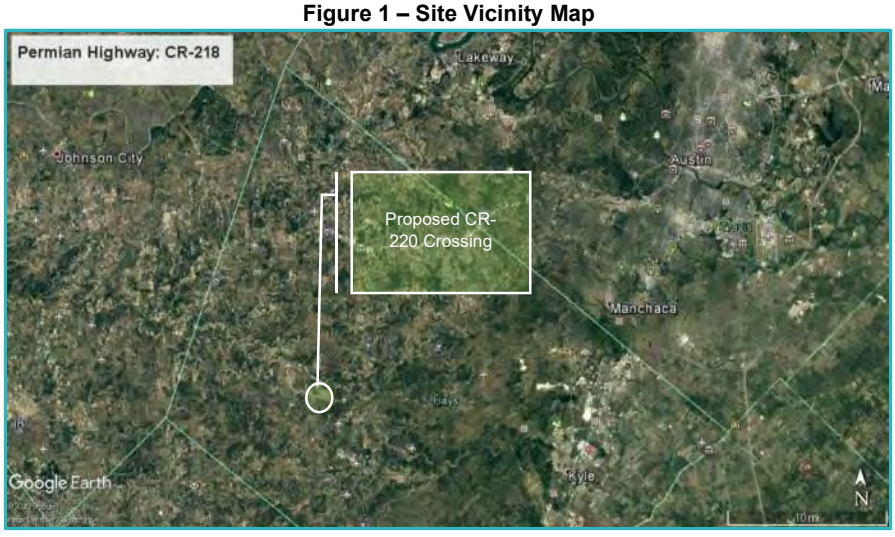
Mott MacDonald is pleased to provide this Geotechnical Data Memorandum to Kinder Morgan to summarize the results of our geotechnical field investigation for the proposed Permian Highway Pipeline (PHP) Project at CR-220 (Mount Sharp Road) in Hays County, Texas. We understand that this information will support road crossing permit applications to Hays County.

Two borings, each advanced to a depth of 25 feet below ground surface (BGS), were conducted at the named crossing location. Our investigation and supporting details are provided in Section 1 through 3 of this Memorandum. Boring locations are depicted on our Investigation Location Plan, included as **Attachment A**. The two (2) borings completed are described in **Section 3**; with typed, draft boring logs found as **Attachment B**. Further background geologic information for this project site can be found within **Section 3.**

1 Introduction

The CR-220: Mount Sharp Road crossing is located approximately 29 miles south west of Austin, Texas in Hays County, Texas. This is depicted in Figure 1.

Figure 1 – Site Vicinity Map



Source: Google Earth Imagery dated 5/14/2020

Two borings, B-1-CR220-CM (eastern side of CR-220) and B-2-CR220-GW (western side of CR-220), were proposed as part of our work. Our program included a brief desktop study of local geologic conditions and our field investigation. Our program did not include any laboratory testing at this time. Mott MacDonald developed and implemented the program in consultation and with approval from Kinder Morgan.

2 Methodology

Mott MacDonald retained Braun Intertec to advance both soil borings on May 13, 2020. Soil sampling and Standard Penetration Testing were performed in accordance with ASTM Standard D1586, “Standard Test Method for Penetration and Split-Barrel Sampling of Soils. A Diedrich D-50 drill rig and associated crew were utilized to complete both borings. Soil borings were observed and visually classified in accordance with ASTM D2488 “Standard Practice for Description and Identification of Soils”, by Jonathan Nelson, EIT, a Mott MacDonald geotechnical representative under the direction of a Professional Engineer licensed in the State of Texas. The soil borings were generally performed in accordance with ASTM D1452, “Standard Practice for Soil Exploration and Sampling by Auger Borings.” Although rock coring was indicated as a potential method of sampling, this was not necessary due to weak encountered rock.

Each soil boring was advanced to 25 feet below grade. Soil samples were collected continuously within the upper ten feet of soil borings, then in five-foot intervals thereafter to the boring’s termination depths. Collected soil samples were retained in double-bagged, zip-lock bags. All drilling locations investigated within our scope of work are represented within Investigation Location Plan, included as **Attachment A**. Typed draft soil boring logs are provided in **Attachment B**.

3 Geology and Subsurface Conditions

Mott MacDonald conducted a brief, desktop review of surficial and bedrock geology maps and reports made available by the Texas State Geological Survey (TxGS) prior to conducting our investigation. The mapping available indicates that the project site is located within the Bulverde member of the Lower Glen Rose formation, just below the Low Evaporite member of the Upper Glen Rose formation.

The Upper Glen Rose Limestone Formation is a Cretaceous formation. This formation is comprised of limestone, dolomite, and marl in alternating, resistant and recessive beds forming stairstep topography. This limestone is described as aphanitic to fine-grained, hard to soft and marly with a light-gray to yellowish-gray color to it. Various fossiliferous and dolomitic deposits have been observed within this 220 feet thick formation. The Formation is also consistent with findings of concretions and massive accumulations of calcium carbonate (caliche).

Following our field investigation, Mott MacDonald observed the following generalized subsurface conditions at each boring location:

B-1-CR220-CM

- 0 to 11.5 feet below grade – Dense to very dense caliche was encountered which generally contained a mixture of cemented clay & silt with fragments of limestone;
- 10 to 25 feet below grade – Very dense weathered marl with a hard cemented clay layer encountered between 15.5 and 17.5 feet below grade

B-2-CR-220-GW

- 0 to 11.5 feet below grade – Dense to very dense caliche was encountered which generally contained a mixture of cemented clay & silt with fragments of limestone;
- 11.5 to 16.5 feet below grade – Very dense weathered limestone;
- 16.5 to 25 feet below grade – Very dense weathered marl with a hard cemented clay layer encountered between 18 and 21 feet below grade

No groundwater was observed or inferred to exist within these two (2) locations.

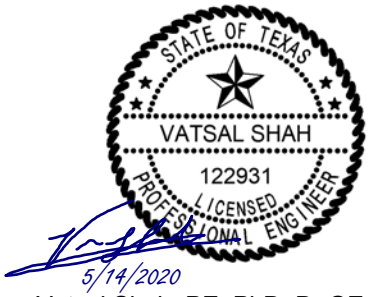
4 Limitations

Mott MacDonald notes that the findings and recommendations presented within this Geotechnical Data Memorandum are based on our investigation program conducted in May 2020 and our engineering judgment. Our overall findings and recommendations will be included in our Geotechnical Report.

It is our pleasure to continue supporting Kinder Morgan with this important project.

Regards,

Mott MacDonald



Vatsal Shah, PE, PhD, D. GE
Vice President / Principal Engineer
TX PE No. 122931 Renews 3/31/2021
T: 973 912 7517
C: 201 401 0301
vatsal.shah@mottmac.com

Attachment A – Investigation Location Plan

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Mott MacDonald
111 Wood Avenue South
Iselin, NJ 08830-4112
United States of America

T +1 973 379 3400
F +1 973 912 2400
mottmac.com

Certificate No. 24GA28016600

Client: KINDER MORGAN INC.

Rev	Date	Drawn	Description	Ch'k'd	App'd
0	5/14/2020				

0 50 100 150 200 Feet

Reference Scale:	1:1,200
Absolute Scale:	1 inch = 100 feet
Project Number	507100683-006
B/O	1
Total	1

Designed	CG		Eng check		
Drawn	AGW		Coordination		
Dwg Check	JWN		Approved	VAS	

Scale at 11" x 17": AS SHOWN | Status | Rev | Security

Drawing Number: BLP-2

Title

BORING LOCATION PLAN

KINDER MORGAN
PERMIAN HIGHWAY: CR220
BLANCO, TEXAS

C:\Users\WIL8054\Desktop\Permian Highway Pipeline\CR220 - Mount Sharp Road\MXD\CR220 - Mount Sharp Rd - Boring Location Plan.mxd

IMAGE SOURCE: OGRIP

Attachment B – Draft Boring Logs

MOTT MACDONALD M M

SOIL BORING LOG

BORING NO.: **B-1-CR220-CM**
Page **1** of **2**

Project:	Permian Highway Pipeline	**Project No.:**	507100683-006
Location:	Blanco, TX	**Project Mgr:**	Vatsal Shah
Client:	Kinder Morgan	**Field Eng. Staff:**	Jonathan Nelson
Drilling Co.:	Braun Intertec	**Date/Time Started:**	May 13, 2020 at 10:30 am
Driller/Helper:	Dave Rogers /Brandon Rogers	**Date/Time Finished:**	May 13, 2020 at 11:45 am

Elevation: 1136 ft. **Vertical Datum:** NAVD88

Boring Location: North of pipeline centerline, east of Sharp Road.

Coord.: **Lat:** 30.063988 **Long:** -98.126222
Horizontal Datum: NAD 1983

Item	Casing	Sampler	Core Barrel
Type	SSA	SS	-
Length	5 ft	2 ft	-
Inside Dia. (in.)	2.25	1.375	-
Hammer Wt. (lb.)	140	140	-
Hammer Fall (in.)	30	30	-

Rig Make & Model: Diedrich D-50

☑ Truck	☐ Tripod	☐ Cat-Head	
☐ ATV	☐ Geoprobe	☑ Winch	
☐ Track	☐ Air Track	☐ Roller Bit	
☐ Skid	☐ _____	☑ Cutting Head	

Hammer Type
☐ Safety
☐ Doughnut
☑ Automatic
☐ _____

Drilling Fluid
☐ Bentonite
☐ Polymer
☐ Water
☑ None

Drill Rod Size:

Casing Advance
Solid Stem Auger

Depth/ Elev. (ft)	Sample No. / Interval (ft)	Rec. (in)	Sample Blows per 6"	Stratum Graphic	USCS Group Symbol	Visual - Manual Identification & Description (Density/consistency, color, Group Name, constituents, particle size, structure, moisture, optional descriptions, geologic interpretation, Symbol)	Field Tests: Dilatancy	Toughness	Plasticity	Dry Strength	Remarks
	S-1 0.0'- 2.0'	17	7 12 13 25		CL	Top (7") - Dark brown Silty CLAY, little coarse to fine Sand, trace fine Gravel, moist (CL)	S	L	M	M	PP = 3.25 tsf
					CL	Bottom (10") - Light brown Sandy CLAY, little coarse to fine Gravel, dry (CL)					
	S-2 2.0'- 4.0'	10	16 18 20 22		CL	Dense, light brown cemented Sandy CLAY, little to some Limestone fragments, dry (CL) - Caliche	-	H	M	VH	
5	S-3 4.0'- 6.0'	5	50/5"		CL	Very dense, light brown to brownish yellow cemented Sandy CLAY, little to some Limestone fragments, dry (CL) - Caliche	-	H	M	VH	
1130	S-4 6.0'- 8.0'	4	40 50/4"		CL	Very dense, light brown cemented Sandy CLAY, little to some Limestone fragments, dry (CL) - Caliche	-	-	-	-	
	7.0'-'						-	-	-	-	Clay seam from 7 to 8 feet below ground surface.
	S-5 8.0'- 10.0'	5	50/5"		SC	8.0 Very dense, light brown to gray Clayey coarse to fine SAND, little fine Gravel, dry (SC)	-	L	L	L	
10	10.0'-'					10.0	-	-	-	-	Top of highly weathered rock encountered at 10 feet below ground surface. Gray decomposed Marl encountered while augering at 10 feet below ground surface.
	S-6 13.0'- 15.0'	2	50/2"			Very dense, gray WEATHERED MARL, dry	-	-	-	-	Sample breaks apart with light pressure.
15											
1120						(15.5' - 17.5' below grade) Dark gray CLAY, dry -Encountered while augering					
	S-7 18.0'- 20.0'	5	50/5"			Very dense, gray WEATHERED MARL, dry	-	-	-	-	Weak rock observed at 18 feet below ground surface.

Water Level Data

Date	Time	Elapsed Time (hr)	Depth in feet to: Bot. of Casing	Bottom of Hole	Water

Sample Type

O	Open End Rod
T	Thin-Wall Tube
U	Undisturbed Sample
SS	Split Spoon Sample
G	Grab Sample

Notes:
PP = Pocket Penetrometer No Groundwater Encountered While Drilling

Boring No.: **B-1-CR220-CM**

Field Test Legend:
Dilatancy: N - None S - Slow R - Rapid
Toughness: L - Low M - Medium H - High
Plasticity: NP - Non-Plastic L - Low M - Medium H - High
Dry Strength: N - None L - Low M - Medium H - High VH - Very High

NOTES: 1.) "ppd" denotes soil sample average diametral pocket penetrometer reading. 2.) "ppa" denotes soil sample average axial pocket penetrometer reading.
3.) Maximum Particle Size is determined by direct observation within limitations of sampler size. 4.) Soil identifications and field tests based on visual-manual methods per ASTM D2488.

MOTT MACDONALD M M

SOIL BORING LOG
(continued)

BORING NO.: **B-1-CR220-CM**
Page **2** of **2**

Depth/ Elev. (ft)	Sample No. / Interval (ft)	Rec. (in)	Sample Blows per 6"	Stratum Graphic	USCS Symbol Group	Visual - Manual Identification & Description (Density/consistency, color, Group Name, constituents, particle size, structure, moisture, optional descriptions, geologic interpretation, Symbol)	Field Tests: Dilatancy	Field Tests: Toughness	Field Tests: Plasticity	Field Tests: Dry Strength	Remarks
	S-8 23.0'-25.0'	11	27 50/5"			Very dense, gray WEATHERED MARL, dry	-	-	-	-	Rock is very weak and crumbles with light to medium pressure.
25 1110						25.0 End of Boring at 25 feet BGS. Borehole grouted with Portland cement.					
30											
35 1100											
40											
45 1090											

PROJECT NO.: **507100683-006**

BORING NO.: **B-1-CR220-CM**

NOTES: 1.) "ppd" denotes soil sample average diametral pocket penetrometer reading. 2.) "ppa" denotes soil sample average axial pocket penetrometer reading.
3.) Maximum Particle Size is determined by direct observation within limitations of sampler size. 4.) Soil identifications and field tests based on visual-manual methods per ASTM D2488.

MOTT MACDONALD M M

SOIL BORING LOG

BORING NO.: **B-2-CR220-GW**
Page **1** of **2**

Project:	Permian Highway Pipeline	**Project No.:**	507100683-006
Location:	Blanco, TX	**Project Mgr:**	Vatsal Shah
Client:	Kinder Morgan	**Field Eng. Staff:**	Jonathan Nelson
Drilling Co.:	Braun Intertec	**Date/Time Started:**	May 13, 2020 at 8:30 am
Driller/Helper:	Dave Rogers /Brandon Rogers	**Date/Time Finished:**	May 13, 2020 at 9:47 am

Elevation: 1142 ft. **Vertical Datum:** NAVD88

Boring Location: North of pipeline centerline, west of Sharp Road.

Coord.: **Lat:** 30.064031 **Long:** -98.126543
Horizontal Datum: NAD 1983

Item	Casing	Sampler	Core Barrel
Type	SSA	SS	-
Length	5 ft	2 ft	-
Inside Dia. (in.)	2.25	1.375	-
Hammer Wt. (lb.)	140	140	-
Hammer Fall (in.)	30	30	-

Rig Make & Model: Diedrich D-50

☑ Truck ☐ Tripod ☐ Cat-Head
☐ ATV ☐ Geoprobe ☑ Winch
☐ Track ☐ Air Track ☐ Roller Bit
☐ Skid ☐ _____ ☑ Cutting Head

Hammer Type
☐ Safety
☐ Doughnut
☑ Automatic
☐ _____

Drilling Fluid
☐ Bentonite
☐ Polymer
☐ Water
☑ None

Drill Rod Size:

Casing Advance
Solid Stem Auger

Depth/ Elev. (ft)	Sample No. / Interval (ft)	Rec. (in)	Sample Blows per 6"	Stratum Graphic	USCS Group Symbol	Visual - Manual Identification & Description (Density/consistency, color, Group Name, constituents, particle size, structure, moisture, optional descriptions, geologic interpretation, Symbol)	Field Tests: Dilatancy	Toughness	Plasticity	Dry Strength	Remarks
	S-1 0.0'- 2.0'	14	5 7 8		CL	Top (6") - Dark brown Silty CLAY, trace coarse to fine Sand, moist (CL)	N	L	M	M	
	1.0'-'		15			1.0 Bottom (8") - Light brown DECOMPOSED LIMESTONE, dry	-	-	-	-	
1140	S-2 2.0'- 4.0'	8	37 50/2"		SC	2.0 Very dense, light brown Clayey coarse to fine Sand, some decomposed Limestone fragments, dry (SC) - Caliche	-	-	-	-	
	S-3 4.0'- 6.0'	12	19 31 39 40		SC	Very dense, light brown Clayey coarse to fine Sand, some decomposed Limestone fragments, dry (SC) - Caliche	-	M	L	M	
5						6.0					
	S-4 6.0'- 8.0'	16	6 7 20 40		CL	Very stiff, brownish yellow Sandy CLAY, some Limestone fragments, moist (CL) - Caliche	S	M	M	H	
	S-5 8.0'- 10.0'	14	20 50/4"		CL	Hard, light brown to brownish yellow Sandy CLAY, little Limestone fragments, dry (CL) - Caliche	-	-	-	-	
10											
						11.5					
1130	S-6 13.0'- 15.0'	5	50/2"			Very dense, light brown WEATHERED LIMESTONE, dry	-	-	-	-	
15											
						16.5					
	16.5'-'						-	-	-	-	
	S-7 18.0'- 20.0'	8	50/3"		CL	Very dense, gray cemented CLAY, little coarse to fine Sand, dry (CL)	N	H	M	H	

Water Level Data

Date	Time	Elapsed Time (hr)	Depth in feet to: Bot. of Casing	Bottom of Hole	Water

Sample Type

O	Open End Rod
T	Thin-Wall Tube
U	Undisturbed Sample
SS	Split Spoon Sample
G	Grab Sample

Notes:
No Groundwater Encountered While Drilling

Boring No.: **B-2-CR220-GW**

Field Test Legend:
Dilatancy: N - None S - Slow R - Rapid
Toughness: L - Low M - Medium H - High
Plasticity: NP - Non-Plastic L - Low M - Medium H - High
Dry Strength: N - None L - Low M - Medium H - High VH - Very High

NOTES: 1.) "ppd" denotes soil sample average diametral pocket penetrometer reading. 2.) "ppa" denotes soil sample average axial pocket penetrometer reading.
3.) Maximum Particle Size is determined by direct observation within limitations of sampler size. 4.) Soil identifications and field tests based on visual-manual methods per ASTM D2488.

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SOIL BORING LOG
(continued)

BORING NO.: **B-2-CR220-GW**
Page **2** of **2**

Depth/ Elev. (ft)	Sample No. / Interval (ft)	Rec. (in)	Sample Blows per 6"	Stratum Graphic	USCS Symbol Group	Visual - Manual Identification & Description (Density/consistency, color, Group Name, constituents, particle size, structure, moisture, optional descriptions, geologic interpretation, Symbol)	Field Tests: Dilatancy	Toughness	Plasticity	Dry Strength	Remarks
	20.0'-'						-	-	-	-	Rig chatter present from 21 to 23 feet below ground surface.
	21.0'-'					21.5	-	-	-	-	
1120											
	S-8 23.0'-25.0'	24	7 8 10 12			Very stiff, gray MARL, dry	-	-	-	-	
25						25.0 End of Boring at 25 feet BGS. Borehole grouted with Portland cement.					
30											
1110											
35											
40											
1100											
45											

PROJECT NO.: **507100683-006**

BORING NO.: **B-2-CR220-GW**

NOTES: 1.) "ppd" denotes soil sample average diametral pocket penetrometer reading. 2.) "ppa" denotes soil sample average axial pocket penetrometer reading.
3.) Maximum Particle Size is determined by direct observation within limitations of sampler size. 4.) Soil identifications and field tests based on visual-manual methods per ASTM D2488.

MOTT MACDONALD

Angela R. Williamson, P.E.
Senior Project Manager
1001 Louisiana St., Suite 1000
Houston, TX 77002

Click or tap here to enter text.

CR-244: Ledgerock Road – Geotechnical Data Memorandum (Rev. 1)

June 1, 2020

Dear Ms. Williamson,

Our Reference
507100683-006

Mott MacDonald is pleased to provide this Geotechnical Data Memorandum to Kinder Morgan to summarize the results of our geotechnical field investigation for the proposed Permian Highway Pipeline (PHP) Project at CR-244 (Ledgerock Road) in Hays County, Texas. We understand that this information will support road crossing permit applications to Hays County.

Mott MacDonald
111 S Wood Ave
Iselin, NJ 08830
United States of America

T +1 (973) 379 3400
mottmac.com

Two borings, each advanced to a depth of 25 feet below ground surface (BGS), were conducted at the named crossing location. Our investigation and supporting details are provided in Section 1 through 3 of this Memorandum. Boring locations are depicted on our Investigation Location Plan, included as **Attachment A**. The two (2) borings completed are described in **Section 3**; with typed, draft boring logs found as **Attachment B**. Further background geologic information for this project site can be found within **Section 3.**

1 Introduction

The CR-244: Ledgerock Road crossing is located approximately 29 miles south west of Austin, Texas in Hays County, Texas (see Figure 1).

Figure 1 – Site Vicinity Map

Source: Google Earth Imagery dated 5/14/2020

Two borings, B-1-CR244-CM (eastern side of CR-244) and B-2-CR220-GW (western side of CR-244), were proposed as part of our work. Our program included a brief desktop study of local geologic conditions and our field investigation. Our program did not include any laboratory testing at this time. Mott MacDonald developed and implemented the program in consultation and with approval from Kinder Morgan.

2 Methodology

Mott MacDonald retained Braun Intertec to advance both soil borings on May 14, 2020. Soil sampling and Standard Penetration Testing were performed in accordance with ASTM Standard D1586, “Standard Test Method for Penetration and Split-Barrel Sampling of Soils. A Diedrich D-50 drill rig and associated crew were utilized to complete both borings. Soil borings were observed and visually classified in accordance with ASTM D2488 “Standard Practice for Description and Identification of Soils”, by Jonathan Nelson, EIT, a Mott MacDonald geotechnical representative under the direction of a Professional Engineer licensed in the State of Texas. The test borings were generally performed in accordance with ASTM D1452, “Standard Practice for Soil Exploration and Sampling by Auger Borings.” Upon auger refusal, rock coring was completed in accordance to ASTM D2113 “Standard Practice for Rock Core Drilling and Sampling of Rock for Site Exploration”.

Each test boring was advanced to 25 feet below grade. Soil samples were collected continuously within the upper ten feet of the test borings, then in five-foot intervals thereafter to the boring’s termination depths. Collected soil samples were retained in double-bagged, zip-lock bags. Rock core samples were stored in proper core boxes upon retrieval of the cores. All drilling locations investigated within our scope of work are represented within Investigation Location Plan, included as **Attachment A**. Typed draft test boring logs are provided in **Attachment B**.

3 Geology and Subsurface Conditions

Mott MacDonald conducted a brief, desktop review of surficial and bedrock geology maps and reports made available by the Texas State Geological Survey (TxGS) prior to conducting our investigation. The mapping available indicates that the project site is located within the Twin Sisters hydrostratigraphic unit and underlain by the Doeppenschmidt unit, both units of the Lower member of the Glen Rose Formation.

The Twin Sisters hydrostratigraphic unit is of the Cretacious period. The unit is generally between 10 and 40 feet thick and comprised of thick marl beds and thin shale beds. The thin shale beds act to confine water passage throughout the unit. The underlying Doeppenschmidt hydrostratigraphic unit is comprised of thick limestone beds. Limestone within the Lower Glen Rose Formation is generally described as aphanitic to fine-grained, hard to soft and marly with a light-gray to yellowish-gray color to it. Various fossiliferous and dolomitic deposits have been observed within this typically 200 to 225 feet thick formation. The Formation is also consistent with findings of concretions and massive accumulations of calcium carbonate (caliche).

Following our field investigation, Mott MacDonald observed the following generalized subsurface conditions at each boring location:

B-1-CR244-CM

- 0 to 0.5 feet below grade – Gravelly clay with little amounts of coarse to fine sand;
- 0.5 to 10 feet below grade – Very dense weathered limestone with intermittent layerings of clay and sand between 3 and 4 feet below grade;
- 10 to 25 feet below grade – Very weak, thin to medium bedded weathered limestone. Approximately 70 gallons of water was lost during drilling within an assumed soil layer between 23 and 25 below grade. Core recovery ranged between 28 and 55 percent and RQD ranged between 13 and 25 percent.

B-2-CR244-GW

- 0 to 1 feet below grade – Clayey silt with limestone fragments;
- 1 to 2 feet below grade – Caliche containing cemented sandy clay with limestone fragments;
- 2 to 6 feet below grade – Very dense weathered limestone with intermittent layerings of soil between 3.5 and 6 feet below grade;
- 6 to 21.5 feet below grade – Very dense weathered marl with an observed layer of silty clay with sand between 11.5 and 15 feet below grade;
- 21 to 25 feet below grade – Very dense weathered limestone

No groundwater was observed or inferred to exist within these two (2) locations.

4 Limitations

Mott MacDonald notes that the findings and recommendations presented within this Geotechnical Data Memorandum are based on our investigation program conducted in May 2020 and our engineering judgment. Our overall findings and recommendations will be included in our Geotechnical Report.

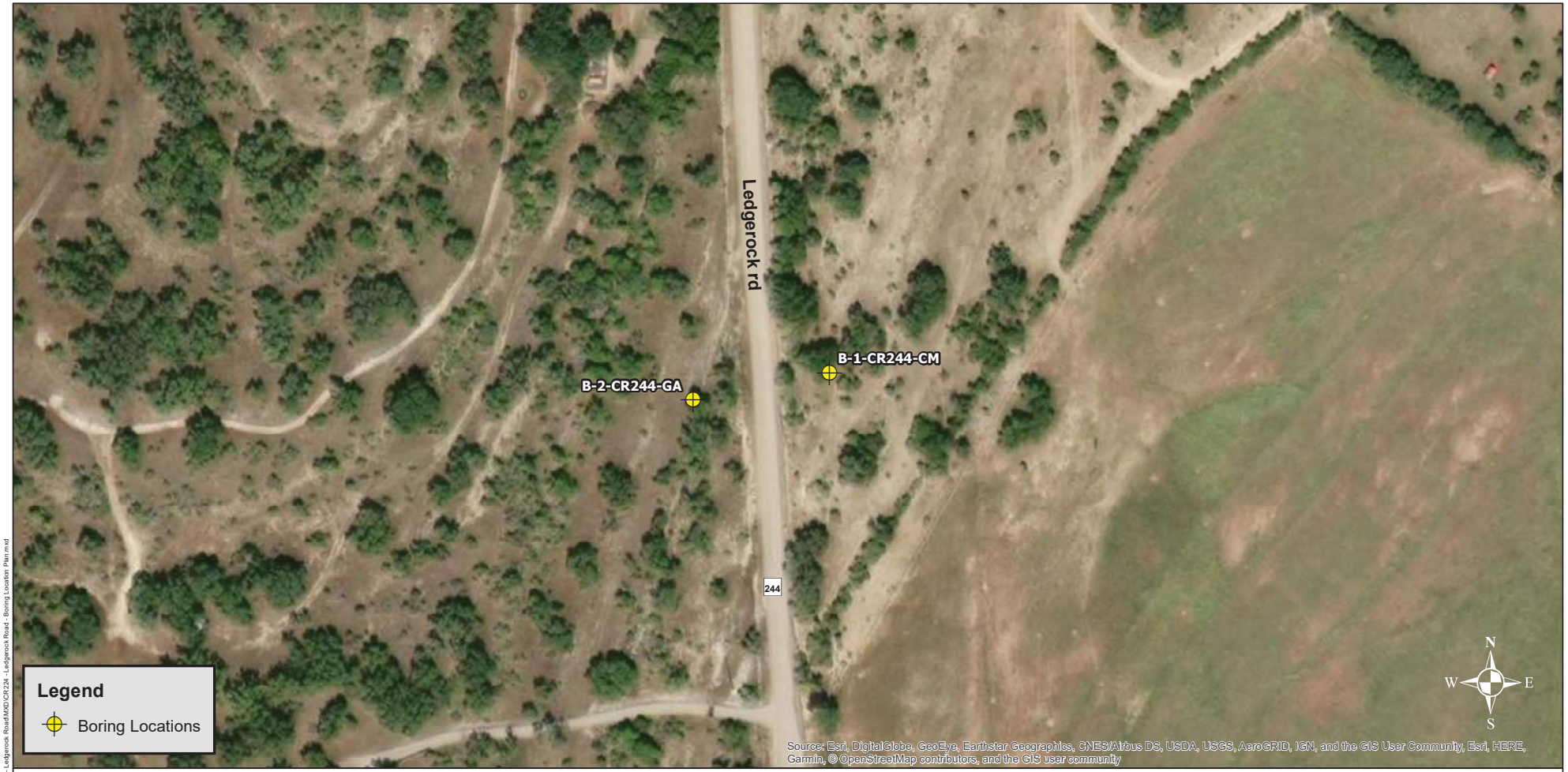
It is our pleasure to continue supporting Kinder Morgan with this important project.

Regards,

Mott MacDonald

Vatsal Shah, PE, PhD, D. GE
Vice President / Principal Engineer
TX PE No. 122931
T: 973 912 7517
C: 201 401 0301
vatsal.shah@mottmac.com

Attachment A – Investigation Location Plan



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Mott MacDonald
111 Wood Avenue South
Iselin, NJ 08830-4112
United States of America

T +1 973 379 3400
F +1 973 912 2400
mottmac.com

Certificate No. 24GA28016600

Client: KINDER MORGAN INC.

Rev	Date	Drawn	Description	Ch'k'd	App'd
0	5/14/2020				

0 50 100 150 200 Feet

Reference Scale:	1:1,200
Absolute Scale:	1 inch = 100 feet
Project Number	507100683-006
B/O	1
Total	1

Designed	CG		Eng check		
Drawn	AGW		Coordination		
Dwg Check	JWN		Approved	VAS	

Scale at 11" x 17": AS SHOWN | Status | Rev | Security

Drawing Number: BLP-3

Title

BORING LOCATION PLAN

KINDER MORGAN
PERMIAN HIGHWAY: CR244
BLANCO, TEXAS

C:\Users\WIL805411\Desktop\Permian Highway Pipeline\CR224 - Ledgerock Road\MXD\CR-224 - Ledgerock Road - Boring Location Plan.mxd

IMAGE SOURCE: OGRIP

Attachment B – Draft Boring Logs

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SOIL BORING LOG

BORING NO.: **B-2-CR244-GA**
Page **1** of **2**

Project:	Permian Highway Pipeline	**Project No.:**	507100683-006
Location:	Blanco, TX	**Project Mgr:**	Vatsal Shah
Client:	Kinder Morgan	**Field Eng. Staff:**	Jonathan Nelson
Drilling Co.:	Braun Intertec	**Date/Time Started:**	May 14, 2020 at 2:52 pm
Driller/Helper:	Dave Rogers /Brandon Rogers	**Date/Time Finished:**	May 14, 2020 at 4:10 pm

Elevation: 1136 ft. **Vertical Datum:** NAVD88

Boring Location: South of the proposed pipeline centerline and east of west of Ledgerock Road.

Coord.: **Lat:** 30.067615 **Long:** -98.168113
Horizontal Datum: NAD 1983

Item	Casing	Sampler	Core Barrel
Type	SSA	SS	-
Length	5 ft	2 ft	-
Inside Dia. (in.)	2.25	1.375	-
Hammer Wt. (lb.)	140	140	-
Hammer Fall (in.)	30	30	-

Rig Make & Model: Diedrich D-50

☑ Truck	☐ Tripod	☐ Cat-Head	
☐ ATV	☐ Geoprobe	☑ Winch	
☐ Track	☐ Air Track	☐ Roller Bit	
☐ Skid	☐ _____	☑ Cutting Head	

Hammer Type
☐ Safety
☐ Doughnut
☑ Automatic
☐ _____

Drilling Fluid
☐ Bentonite
☐ Polymer
☐ Water
☑ None

Drill Rod Size:

Casing Advance
Solid Stem Auger

Depth/ Elev. (ft)	Sample No. / Interval (ft)	Rec. (in)	Sample Blows per 6"	Stratum Graphic	USCS Group Symbol	Visual - Manual Identification & Description (Density/consistency, color, Group Name, constituents, particle size, structure, moisture, optional descriptions, geologic interpretation, Symbol)	Field Tests: Dilatancy	Toughness	Plasticity	Dry Strength	Remarks
	S-1 0.0'- 2.0'	10	7 50/5"		ML	Top (6") - Dark brown Clayey SILT, some Limestone fragments, dry (ML)	-	L	L	L	
						1.0					
					CL	Bottom (4") - Light brown to brownish yellow cemented Sandy CLAY, some Limestone fragments, dry (CL)					
						2.0					
	S-2 2.0'- 4.0'	4	50/4"			Very dense, light brown WEATHERED LIMESTONE, dry	-	-	-	-	
	3.5'-'						-	-	-	-	Clay layer observed from 3.5 to 4 feet below ground surface.
	S-3 4.0'- 6.0'	2	50/2"			Very dense, light brown WEATHERED LIMESTONE, dry	-	-	-	-	
5	5.5'-'						-	-	-	-	Soft layer encountered from 5.5 to 6 feet below ground surface.
1130						6.0					
	S-4 6.0'- 8.0'	4	50/4"			Very dense, light brown to brownish yellow WEATHERED MARL, dry	-	-	-	-	
	S-5 8.0'- 10.0'	4	17 50/2"			Very dense, light brown to brownish yellow WEATHERED MARL, dry	-	-	-	-	Sandy Clay auger cuttings observed while augering from 9 to 12 feet below ground surface.
10											
						11.5					
	S-6 13.0'- 15.0'	7	8 50/4"		CL	Hard, light brown Silty CLAY, little coarse to fine Sand, dry (CL)	-	M	M	M	
						15.0					
15	15.0'-'					(15' - 18') Dark gray to yellowish red WEATHERED MARL, dry (observed while augering)	-	-	-	-	Gray weathered Marl encountered while augering from 15 to 16 feet below ground surface.
1120	16.0'-'						-	-	-	-	Yellowish red Marl observed from 16 to 18 feet below ground surface.
	S-7 18.0'- 20.0'	3	50/3"			Very dense, dark gray highy WEATHERED MARL, dry	-	-	-	-	

Water Level Data

Date	Time	Elapsed Time (hr)	Depth in feet to: Bot. of Casing	Bottom of Hole	Water

Sample Type

O	Open End Rod
T	Thin-Wall Tube
U	Undisturbed Sample
SS	Split Spoon Sample
G	Grab Sample

Notes:
No Groundwater Encountered While Drilling

Boring No.: **B-2-CR244-GA**

Field Test Legend:
Dilatancy: N - None S - Slow R - Rapid
Toughness: L - Low M - Medium H - High
Plasticity: NP - Non-Plastic L - Low M - Medium H - High
Dry Strength: N - None L - Low M - Medium H - High VH - Very High

NOTES: 1.) "ppd" denotes soil sample average diametral pocket penetrometer reading. 2.) "ppa" denotes soil sample average axial pocket penetrometer reading.
3.) Maximum Particle Size is determined by direct observation within limitations of sampler size. 4.) Soil identifications and field tests based on visual-manual methods per ASTM D2488.

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SOIL BORING LOG
(continued)

BORING NO.: **B-2-CR244-GA**
Page **2** of **2**

Depth/ Elev. (ft)	Sample No. / Interval (ft)	Rec. (in)	Sample Blows per 6"	Stratum Graphic	USCS Symbol Group	Visual - Manual Identification & Description (Density/consistency, color, Group Name, constituents, particle size, structure, moisture, optional descriptions, geologic interpretation, Symbol)	Field Tests: Dilatancy	Field Tests: Toughness	Field Tests: Plasticity	Field Tests: Dry Strength	Remarks
						21.5					
	S-8 23.0'-23.2'	2	50/2"			23.2 Very dense, light brown LIMESTONE, dry End of Boring at 23.2 feet BGS. Borehole grouted with Portland cement.	-	-	-	-	
25 1110											
30											
35 1100											
40											
45 1090											

PROJECT NO.: **507100683-006**

BORING NO.: **B-2-CR244-GA**

NOTES: 1.) "ppd" denotes soil sample average diametral pocket penetrometer reading. 2.) "ppa" denotes soil sample average axial pocket penetrometer reading.
3.) Maximum Particle Size is determined by direct observation within limitations of sampler size. 4.) Soil identifications and field tests based on visual-manual methods per ASTM D2488.

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SOIL BORING LOG

BORING NO.: **B-1-CR244-CM**
Page **1** of **1**

Project:	Permian Highway Pipeline	**Project No.:**	507100683-006
Location:	Blanco, TX	**Project Mgr:**	Vatsal Shah
Client:	Kinder Morgan	**Field Eng. Staff:**	Jonathan Nelson
Drilling Co.:	Braun Intertec	**Date/Time Started:**	May 14, 2020 at 10:35 am
Driller/Helper:	Dave Rogers /Brandon Rogers	**Date/Time Finished:**	May 14, 2020 at 2:10 pm

Elevation: 1114 ft. **Vertical Datum:** NAVD88

Boring Location: North of the proposed pipeline centerline and east of east of Ledgerock Road.

Coord.: **Lat:** 30.067683 **Long:** -98.167672
Horizontal Datum: NAD 1983

Item	Casing	Sampler	Core Barrel
Type	SSA	SS	NQ
Length	5 ft	2 ft	3.25 in
Inside Dia. (in.)	2.25	1.375	1.875
Hammer Wt. (lb.)	140	140	-
Hammer Fall (in.)	30	30	-

Rig Make & Model: Diedrich D-50

- ☑ Truck ☐ Tripod ☐ Cat-Head
- ☐ ATV ☐ Geoprobe ☑ Winch
- ☐ Track ☐ Air Track ☐ Roller Bit
- ☐ Skid ☐ _____ ☑ Cutting Head

Hammer Type
- ☐ Safety
- ☐ Doughnut
- ☑ Automatic
- ☐ _____

Drilling Fluid
- ☐ Bentonite
- ☐ Polymer
- ☑ Water
- ☐ None

Drill Rod Size:

Casing Advance
Solid Stem Auger

Depth/ Elev. (ft)	Sample No. / Interval (ft)	Rec. (in)	Sample Blows per 6"	Stratum Graphic	USCS Group Symbol	Visual - Manual Identification & Description (Density/consistency, color, Group Name, constituents, particle size, structure, moisture, optional descriptions, geologic interpretation, Symbol)	Field Tests: Dilatancy	Toughness	Plasticity	Dry Strength	Remarks
	S-1 0.0'- 2.0'	7	20 50/1"		CL	0.5 Dark brown Gravelly CLAY, little coarse to fine Sand, moist (CL)	S	L	M	H	Bedrock observed at ground surface.
						(0.5' - 2') Light gray LIMESTONE, dry -Encountered while augering					
	S-2 2.0'- 4.0'	2	50/2"			Very dense, light brown WEATHERED LIMESTONE, dry	-	-	-	-	Soil encountered while augering from 3 to 4 feet below ground surface.
1110 5	S-3 4.0'- 6.0'	4	50/5"			Very dense, light brown WEATHERED LIMESTONE, dry	-	-	-	-	
	S-4 6.0'- 8.0'	4	50/5"			Very dense, light brown WEATHERED LIMESTONE, dry	-	-	-	-	
	S-5 8.0'- 10.0'	2	50/2"			Very dense, light brown WEATHERED LIMESTONE, dry	-	-	-	-	
10						10.0 End of Soil Boring at 10 feet BGS. See Rock Coring Log.					
1100 15											

Water Level Data

Date	Time	Elapsed Time (hr)	Depth in feet to: Bot. of Casing	Bottom of Hole	Water

Sample Type
- **O** Open End Rod
- **T** Thin-Wall Tube
- **U** Undisturbed Sample
- **SS** Split Spoon Sample
- **G** Grab Sample

Notes:
No Groundwater Encountered While Drilling

Boring No.: **B-1-CR244-CM**

Field Test Legend:
Dilatancy: N - None S - Slow R - Rapid
Toughness: L - Low M - Medium H - High
Plasticity: NP - Non-Plastic L - Low M - Medium H - High
Dry Strength: N - None L - Low M - Medium H - High VH - Very High

NOTES: 1.) "ppd" denotes soil sample average diametral pocket penetrometer reading. 2.) "ppa" denotes soil sample average axial pocket penetrometer reading.
3.) Maximum Particle Size is determined by direct observation within limitations of sampler size. 4.) Soil identifications and field tests based on visual-manual methods per ASTM D2488.

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CORE BORING LOG

BORING NO.: **B-1-CR244-CM**
Page **1** of **1**

Project:	Permian Highway Pipeline	**Project No.:**	507100683-006
Location:	Blanco, TX	**Project Mgr:**	Vatsal Shah
Client:	Kinder Morgan	**Field Eng. Staff:**	Jonathan Nelson
Drilling Co.:	Braun Intertec	**Date/Time Started:**	May 14, 2020 at 10:35 am
Driller/Helper:	Dave Rogers /Brandon Rogers	**Date/Time Finished:**	May 14, 2020 at 2:10 pm

Elevation: 1114 ft. **Vertical Datum:** NAVD88

Item	Casing	Core Barrel	Core Bit
Type	SSA	NQ	Imp. Diamond
Length	5 ft	5 ft	6 in
Inside Dia. (in.)	2.25	1.875	1.875

Boring Location: North of the proposed pipeline centerline and east of east of Ledgerock Road.
Horizontal Datum: NAD 1983
Rig Make & Model: Diedrich D-50

Coord.: **Lat:** 30.067683 **Long:** -98.167672
Drilling Method: Mud Rotary

Depth/ Elev. (ft)	Avg Core Rate (min /ft)	Depth (ft)	Run/ (Box) No.	Rec (in. / %)	RQD (in / %)	Rock Core Hard.	Rock Core Weath	Stratum Graphic	Visual Identification, Description and Remarks (Rock type, colour, texture, weathering, field strength, discontinuity spacing, optional additional geological observations)	Depth (ft.)	Discontinuities (See Legend for Rock Description System) Type	Dip	Rgh	Wea	Aper	Infill	Remarks
									SEE TEST BORING LOG FOR OVERBURDEN DETAILS								
	0.5	10.0							LIMESTONE, light brown, fine grained, moderately weathered, very weak, extremely close to moderately spaced discontinuities								
	0.60								10' to 15' - Highly Fractured zone								
	0.5		R-1	29 48%	15 25%	R1	M										
	0.9									13.10	B	3	U,Sm	FR	MW	N	
										13.40	B	2	U,Sm	FR	MW	N	
1100										13.85	B	3	U,Sm	FR	MW	N	
	0.8									14.15	B	2	U,Sm	FR	MW	N	
		15.0															
15		15.0							LIMESTONE, light brown, fine grained, moderately weathered, very weak, extremely close to close spaced discontinuities	15.00	B	2	P,Sm	FR	MW	N	
	1.00								15' to 19.1' - Highly Fractured zone								
	0.9																
	1.00		R-2	33 55%	9 15%	R1	M										
	0.8																
	1.2									19.10	B	2	P,Sm	FR	MW	N	
		20.0								19.65	B	8	P,Sm	FR	MW	N	
20		20.0							LIMESTONE, light brown, fine grained, moderately weathered, very weak, extremely close to moderately spaced discontinuities								
	0.80								20' to 22' - Highly Fractured zone								
	0.9																
	1.0		R-3	17 28%	8 13%	R1	M			22.00	B	9	U,Sm	FR	VW	N	
										22.35	B	8	U,Sm	FR	W	N	
	1.1									23.00	B	3	P,Sm	FR	VW	N	Assumed soil layer from 23 to 25 feet below grade. Loss of approximately 70 gallons of water through this layer.
1090																	
	0.4	25.0															
25									25.0 End of Boring at 25 feet BGS. Borehole grouted with Portland cement.								

Water Level Data

Date	Time	Elapsed Time (hr)	Depth in feet to: Bot. of Casing	Bottom of Hole	Water
		-			

Notes:

Figure B-1-CR244-CM.1
B-1-CR244-CM R1-R3 Dry

Figure B-1-CR244-CM.2
B-1-CR244-CM R1-R3 Wet

MOTT MACDONALD M M	**Permian Highway Pipeline** **Rock Core Photographs**	**BORING NO.:** B-1-CR244-CM

Attachment C – Site Photos

CR244 – Exposed Rock Outcrop of West Side of Ledgerock Road

CR244 – Exposed Soil/Rock Lithology Sequence on East Side of Ledgerock Road

2. Auger Bore Construction Method

A. Auger Bore Construction Sequence

B. Auger Bore Construction Photos

A. Auger Bore Construction Sequence

Auger Boring is a technique for installing a pipe under a road without having to open cut the road surface. A hole is augured under the road and the pipe is pulled into the hole.

Entry and exit pits are excavated on either side of the road. An auger is placed inside of a casing. A cutting head is fitted to the leading end of the auger. The auger is attached to a drilling machine. The entire assembly is then pulled (or pushed) against the forward bank of the excavated pit. As the assembly is pulled forward, the soil/cuttings are removed from the hole by the rotating auger.

The entry pit is excavated to a depth that will accommodate the prescribed depth of the bore plus the pipe diameter plus approximately two and one half feet. The length of the excavation will be approximately 60 feet. The pit is excavated in accordance with OSHA excavation guidelines.

Kinder Morgan's contractor will initially use a cradle type boring machine. The road boring machine is suspended from a cable (cradle machine) attached to a crane or boom and is pulled forward with a cable and winch. A hydraulic rail machine would be used if the rock is too hard to use a suspended machine.

When the bore hole is complete, the drilling machine is removed, the carrier pipe is pulled into the hole after the casing and auger are backed out.
Provided the bore is in stable material, the casing pipe and auger can be removed before the pipe is inserted into the hole. In less stable soil, the pipe is inserted into the hole as the casing pipe is removed.

The pipe ends are sealed with night caps until they are tied in to the pipeline on either side. The excavation remains partially open and fenced with orange safety fencing until the pipeline is tied-in on either side of the road and final backfill is complete.

Restoration and reseeding follow backfill.

B. Auger Bore Construction Photos

Winch cable and “deadman”

Cradle bore machine

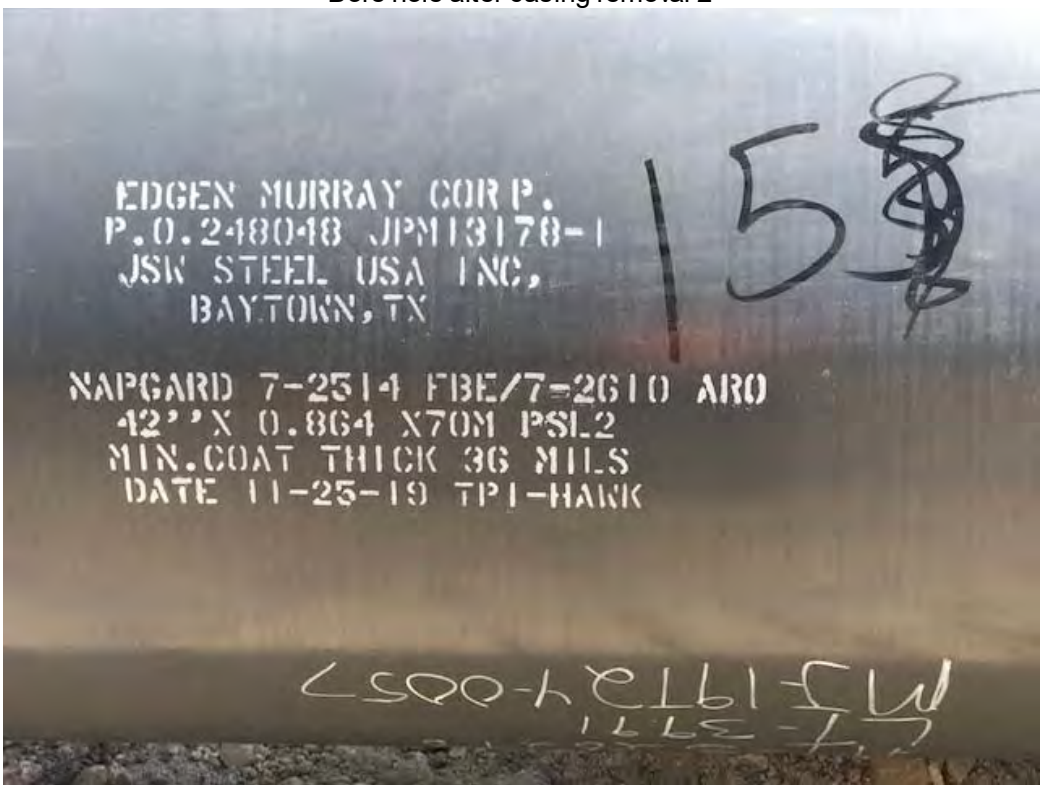
Exit Side of Road

Cutting head and casing at bore exit

Removing Auger Assembly

Bore hole after casing removal

Bore hole after casing removal 2



Carrier pipe with ARO coating

Sliding carrier pipe into the hole

Carrier pipe at exit side

Carrier pipe welded to mainline

3. Void Response and Mitigation Plan

Void Response and Mitigation Measures for the Permian Highway Pipeline, Central Texas

Prepared for:

Permian Highway Pipeline, LLC
1001 Louisiana St., Suite 1000
Houston, TX 77002

Prepared by:

Cambrian Environmental
4422 Packsaddle Pass, Suite 204
Austin, Texas 78745

August 15, 2019

VOID RESPONSE AND MITIGATION MEASURES FOR THE PERMIAN HIGHWAY PIPELINE, CENTRAL TEXAS

Prepared for

Permian Highway Pipeline, LLC
1001 Louisiana St., Suite 1000
Houston, TX 77002

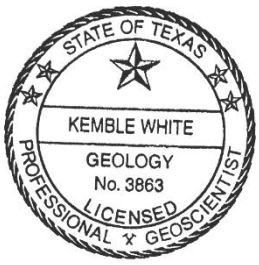
Prepared by

Heather Beatty, P.G.
and
Kemble White, Ph.D., P.G.

CAMBRIAN ENVIRONMENTAL
4422 Pack Saddle Pass, Suite 204
Austin, Texas 78745
www.cambrianenvironmental.com
Geoscience Firm Registration No. 50484
USFWS Threatened and Endangered Species Permit TE37416B-0

August 15, 2019

As a licensed professional geoscientists we attest that the contents of this report are complete and accurate to the best of our knowledge.



Kemble White Ph.D., P.G.
Cambrian Environmental
kwhite@cambrianenvironmental.com

Heather Beatty, P.G.
hbeatty@cambrianenvironmental.com

VOID RESPONSE AND MITIGATION MEASURES FOR THE PERMIAN HIGHWAY PIPELINE, CENTRAL TEXAS

EXECUTIVE SUMMARY

A portion of the Permian Highway Pipeline (PHP) project area would traverse the Balcones Escarpment including the interconnected contributing and recharge zones of the Trinity and Edwards aquifers. Both aquifers are of conservation concern due to their hydrologic function, ecological significance and vulnerability to contamination. Recharge into the aquifers primarily occurs in areas where the host rocks are exposed at the surface. Rapid recharge to the aquifers occurs through sensitive karst features such as caves, solution cavities, and sinkholes. These features also provide recharge to springs, recreational opportunities for swimmers, or a source of drinking water. Responding to and mitigating karst features that may be encountered during excavation will minimize the potential for interruption of potential groundwater flow paths that may contribute to aquatic habitat and minimize the potential for sediment and other pollutants to enter the Edwards Aquifer and possibly degrade aquatic habitat. These measures would also help prevent possible effects to other resources such as existing water wells. This document describes void mitigation practices that will occur in the Edwards Aquifer Recharge and Transition Zone. This area coincides with the network of natural subsurface conduits that transmit groundwater to Barton Springs. However, these practices could be applied anywhere on the project where karst voids are encountered.

The Texas Commission on Environmental Quality (TCEQ) implements the Edwards Aquifer Protection Program (EAPP) which regulates development activities throughout much of this area and requires the protection of recharge features (Edwards Aquifer rules in Title 30 Texas Administrative Code Chapter 213). Although the PHP is not regulated under the TCEQ EAPP, the best management practices (BMPs) employed in the program as well as other in local cases provide effective standards for a self-implemented aquifer impacts avoidance and mitigation program.

Standards Related to Void Mitigation – These void mitigation measures are based on the standards in the TCEQ Edwards Aquifer rules along with an associated technical guidance manual and its appendices[1]. The TCEQ standards for void mitigation require that BMPs and measures preserve voids and maintain water flow while maintaining utility integrity and preventing pollution. A Texas licensed professional geoscientist must describe the extent of sensitive karst features encountered during construction and prepare a void mitigation plan.

[1] TCEQ, 2005. Complying with the Edwards Aquifer Rules: Technical Guidance for Best Management Practices. Texas Commission on Environmental Quality (TCEQ) Publication RG-348 and related Appendices RG-348a and RG-348b.

VOID RESPONSE AND MITIGATION MEASURES

The Permian Highway Pipeline will use void response and mitigation measures across the Edwards Aquifer Recharge and Transition Zone. The geographic area where these measures apply is approximately 450 feet southeast of the intersection of FM 3237 and Lone Man Mountain Road to approximately 750 feet west of IH 35 (12 miles from MP-329.5 to MP-341.5).

1.0 Definition of Karst Void and Training

A karst void is a hole discovered in bedrock during excavation activities that is one cubic foot or larger, blows air, continually receives water during a rain event, or has water flowing through or out of it.[2] All on site personnel will be trained by a licensed karst geoscientist to recognize and report karst voids meeting this definition. Training will be administered in conjunction with project safety orientation and will contain examples from the Central Texas region. Geoscientists will provide additional training as excavation activity advances.

2.0 Construction Monitoring / Trench Inspection

Open trenches will be inspected for the presence of voids by pipeline inspection staff on a continual basis during construction. Additional inspections will be conducted by geoscientists at a frequency that allows inspection of all open trenches prior to placement of bedding material. Observations will be made from the top of the trench. A project notification protocol will be followed when voids are encountered. An environmental inspector will send the project team an email containing the identification number of the void, the location shown on a plan sheet, and at least one photo.

3.0 Temporary Best Management Practices

Immediately following discovery of a void, the contractor will stop work within an initial protective distance of 50 feet from a void's interior extent. The contractor will also photograph and record the location, and then install temporary protection measures. An initial protective distance could be larger if a large void is exposed that could pose a structural weakness such that continuing work within the void footprint would be dangerous for equipment and personnel. The protective distance may be adjusted after inspection by the geoscientist who will be on stand-by during construction for rapid karst response. Temporary measures will remain in place until permanent void mitigation is completed. Certain activities will be excluded from the protected area until permanent void mitigation is completed. Until void mitigation is completed, there will be no staging of mulched vegetation, vehicle parking, material staging, waste management/storage, hazardous material/fuel storage, vehicle and equipment fueling, vehicle and equipment maintenance, material stockpile staging, portable restrooms, or concrete washout although the environmental inspector may allow certain activities based on site specific inspection. The exclusion of these activities also applies to the protection of sensitive features documented in the karst survey.

3.1 Spring Flow or Seep Crossings

Construction vehicles may cross over water at the surface that flows during dry weather. Sediment controls such as a rock-stabilized pipe culvert or timber mat incorporating a culvert will be utilized when crossing a spring flow or a seep. Bypass pumping will be used where practical to minimize water flow into a trench.

3.2 Voids Encountered During Clearing and Grading and Upper Trench

Voids in shallow excavations (less than five feet deep) such as those encountered during clearing or grading or in the upper reaches of a trench, will be covered with a timber mat, plywood, plastic tarp, etc. Sediment logs or an equivalent sediment control device held in place with stakes,

[2] A karst void is formed naturally by the action of groundwater over geologic time and does not include cavities in bedrock formed as byproducts of excavation, blasting or other ground-disturbing activities.

sandbags or large rock will be placed around the cover. The goal with covering and sediment control is to prevent soil or undesirable material from washing into the void. Excavation may continue upon clearance from the geoscientist although pipeline inspection staff will determine if it is safe to continue excavation to the trench floor elevation.

3.3 Voids in Open Trench

Safety requirements related to trench depth limit the types of temporary measures that can be utilized. Voids present in trench sides will covered with hanging tarps, trench shoring or equivalent measures to minimize deposition of excavation fines or dust. Voids present in a trench floor will be temporarily protected with steel plates, plywood, sediment logs or equivalent measures capable of preventing sediment loss.

3.4 Voids Exhibiting Water Flow in Trench

A temporary pipe bridge will be used to maintain flow across the trench. Temporary trench plugs will be installed on both sides of a void that exhibits water flow to prevent unwanted diversion of groundwater flow. A cover would not be applied to a water flow feature because the goal is to maintain naturally occurring flow and not divert it. Water pumped from a trench will flow through filtering screen, sediment controls or be allowed to settle prior to discharging to a water body.

4.0 Inspection by Geoscientist and Roles

Adequate visibility of some voids may be obtainable from the top of the trench. Where visibility is hindered due to the geometry and extent of the void, necessary trench safety equipment or unmanned aerial vehicle (UAV) sensing capability will be provided to allow observation where possible. The geoscientist will observe voids and record the location information provided by the contractor as well as GPS coordinates. Size and shape information will also be collected so that the extent of voids and the condition of surrounding bedrock are characterized. If necessary, PHP will work with a structural engineer to determine if there is stable platform or competent bedrock to support permanent void mitigation. It may be necessary to perform testing of the trench floor to ensure that there is competent bedrock. The geoscientist will make recommendations consistent with water quality protection standards.

5.0 Permanent Void Mitigation Measures

The goals of void mitigation are to provide for trench integrity and to preserve aquifer function. The geoscientist will recommend and author an appropriate mitigation measure with input from the project construction and engineering staff. The project team will decide if a standard closure method shall be used or if a feature-specific mitigation method is required. Structural support will be required if a void is beneath the pipe level. Field adjustment to the pipe alignment ("trench out") will be considered by the project team in each case. Work within an open trench will be allowed only with proper safety precautions. Hand placement of gravel inside a void cannot be performed without a confined space permit or enlarging the excavation that would further expand the potential impacts to karst terrain. Additionally, void size is a limiting factor for placement of gravel within a void as hand work inside a large void would be prohibited. Following installation of mitigation measures trenches would be backfilled with typical bedding material.

5.1Voids Encountered During Clearing and Grading

Clearing and grading activity may expose voids near the ground surface. Following the implementation of temporary protective measures, excavation will be allowed to continue to depth. Voids that are present in a shallow excavation will either be filled or walled-off with concrete. Voids smaller than 4 feet across will be filled with concrete or shotcrete. A minimum of eighteen inches of concrete will be used to seal larger voids.

5.2 Voids in Open Trench

Voids encountered in the side of a trench greater than five feet deep will be sealed with concrete or with sprayed concrete (shotcrete). Shotcrete is preferred for its strength rather than flowable fill. The void will be filled from the back of the void towards the opening to fill the entire void space regardless of size.

5.3 Voids with Water Flow

Voids that exhibit water flow will be mitigated in such a manner as to maintain flow across the trench. In most cases this will be accomplished by using drainage tile supported with a pipe cradle to span the trench.

5.4 Void Specific Mitigation

Some larger voids, especially those encountered in a trench floor, will require structural support. In such cases the project team will develop a void-specific mitigation method. If a void lies beneath the pipe then structural support, typically reinforced concrete designed by a structural engineer will be required. Over excavation of the trench in the vicinity of the void will likely be necessary to accommodate a structural bridge.

6.0 Completion Documentation

The pipeline inspector and/or engineering team will have the authority to accept completed void mitigations. A report of findings will be prepared for all trench inspections, void discoveries or water flow features and the mitigation measures applied. Standard documentation would be to show void mitigation locations with plan revisions. A final report of findings will be transferred to integrity management for use in post construction monitoring.

7.0 Horizontal Direction Drilling (HDD)

HDD mitigation measures will incorporate the results of geotechnical and geophysical investigation. Standard measures will be used to minimize the loss of fluids and possible impact to rivers or springs. Multiple measures will be used to determine the condition of the formation along the HDD path (monitor rates of penetration, steering inputs, drilling fluid returns, mark locations of concern, modify drill plan, etc.) Project-specific measures will be developed in the event of inadvertent fluid returns. If drilling fluid loss affects surface water and complete drilling fluid loss cannot be prevented, then abandon all or a portion of the pilot hole, and start a new pilot hole at an alternate depth. Modifications of this procedure will be incorporated during reaming and swabbing, and pullback as necessary. HDD installations do not occur within the Edwards Aquifer Recharge Zone.

8.0 Voids Encountered During Bore Installation

Conventional bores will be installed beneath roads and similar infrastructure. In the event the bore machine operator detects a subsurface void, pressure grouting will be utilized to fill the annulus in the borehole surrounding the pipe. If no returns from the injected grout occur, mitigation may follow procedures previously described for open cut void mitigation.

9.0 Post Construction Ground Subsidence

Sudden ground subsidence is not anticipated due to the nature of the Central Texas karst. Although not anticipated, a sinkhole detected in the right-of-way following the completion of construction will be assessed with limited excavation, geotechnical or geophysical testing depending on the feature size. A

design modification to safely span previously undetected void passage[3] would be necessary. A mitigation would typically involve of placement of graded fill interlayered with filter fabric. The pipeline will be monitored after construction as part of integrity management.

[3] According to Lindgren et. al, ninety percent of cave subsurface extents that have been mapped in the Edwards Aquifer lie within a 250-foot circle centered on the entrance. See Lindgren, R.J., Dutton, A.R., Hovorka, S.D., Worthington, S.R.H., and Painter, S., 2004, Conceptualization and Simulation of the Edwards Aquifer, San Antonio Region, Texas, USGS Scientific Investigations Report 2004-5277

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 # 1150**

Application Date: April 22, 2019

Commissioner Court Approval Date: July 30, 2019

Utility Company Info:

- Name: Permian Highway Pipeline LLC
- Address: 874 Harper Road Suite 106 Kerrville, Tx. 78028
- Phone: (952)356-4282
- Contact: David Ross
-

Engineer/Contractor Info:

- Name: Permian Highway Pipeline LLC
- Address: 874 Harper Road Suite 106 Kerrville, Tx. 78028
- Phone: (952)356-4282
- Contact: David Ross
-

Type of Utility Service: Gas Line

Road Name(s): Pump Station Road, Ledgerock Road, Mount Sharp Road
Subdivision:
Pct. #: 3
Proposing to install a 42in Gas Pipeline in County Right of Way crossing at Pump Station Rd. Approx. 1.4 miles East of FM2325, then it will be crossing in County of Right on Ledgerock Rd. Approx. 2.7 miles North of FM2325, and then once again crossing on Mount Sharp Rd. Approx. .4 miles North of Blue Sky Lane. Each Crossing will have Temporary Drives on each side of the road for Approx. 6 months for Construction purposes, this is to be included in this permit

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: April 22, 2019

Formal notice is hereby given that:

Utility Company Permian Highway Pipeline LLC proposes to place a 42" Gas line within County Right-of-Way of CR 220 a/k/a Mt. Sharp Road with contractor MPG Pipeline Contractors as follows: (give location, length, general design, etc.) Approximately 0.4 miles north of Blue Sky Lane. Specifications and drawing attached.

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 Road Department (HCRD), 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 HCRD, proof of compliance with all governing laws, rules, and regulations will be submitted to HCRD 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 HCRD 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 1st day of October 2019.

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 Permian Highway Pipeline LLC

By (Print) David Ross

Signature _____

Title Land Project Manager, Kinder Morgan

Address: 874 Harper Rd. Suite 106
Kerrville, TX 78028

Phone 952-356-4282

Approved by Hays County Transportation Department

Signature	Title	Date
[signature]	Permit Coordinator	7/24/19

HAYS COUNTY, TEXAS

LEGEND

R/W	RIGHT OF WAY
FM	FARM TO MARKET
MIN.	MINIMUM
CLR.	CLEARANCE
	EXISTING PIPELINE
	POWER LINE
	FENCE
	PROPERTY LINE
	POWER POLE

STATE OF TEXAS
JUAN A. RIVAS
116974
LICENSED PROFESSIONAL ENGINEER
4-22-19

ⓧ LOCATION COORDINATES
1. X= 2994688.49
   Y= 9993927.12
2. X= 2994709.49
   Y= 9993927.76
3. X= 2994783.57
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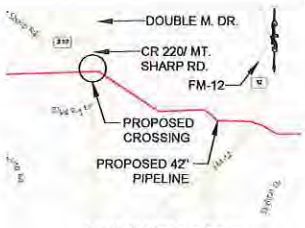
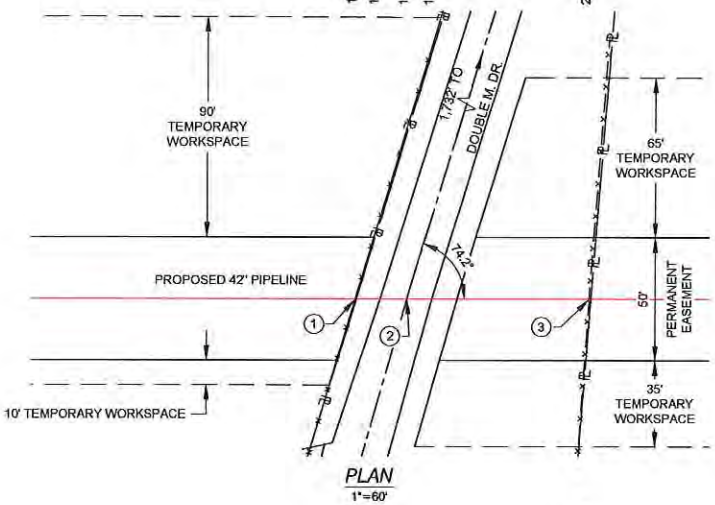


VICINITY MAP
N.T.S.



PLAN
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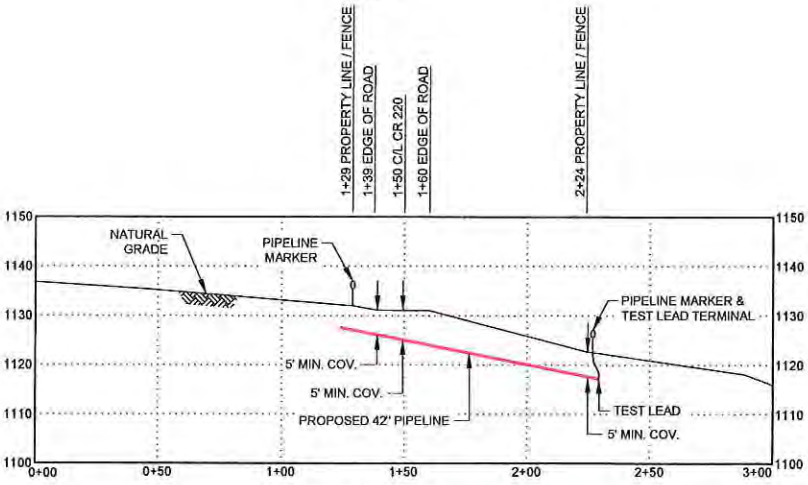

CROSSING LENGTH - 95'

PROFILE
1"=60' H
1"=30' V

NOTE:
1. DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-245-4545 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE.
4. CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
5. CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.

ISSUED FOR PERMIT
04/22/19

SCALE IN FEET
60 30 0 60

CROSSING PIPE SPECIFICATIONS
CONTENTS: NATURAL GAS
CODE: 49 CFR PART 192.111/ASME B31.8
CLASS LOCATION: 1
DESIGN FACTOR: 0.60
CARRIER PIPE: 42"Ø, 0.720" w.t., API 5L X70, PSL2
CASING: UNCASED
COATING: 14-16 MILS FBE, 30-40 MILS ARO
M.A.O.P.: 1,440 PSIG
PIPELINE CATHODICALLY PROTECTED
METHOD OF INSTALLATION: CONVENTIONAL BORE

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
0	04/22/19	ISSUED FOR PERMIT	MF	TL	TR		

KINDER MORGAN

TRC
Results you can rely on
16350 PARK TEN PLACE, SUITE 101
HOUSTON, TX. 77084
PH: (281) 616-0100
TRC PROJ. #310126, LIC. No. TX-F-82

DRAWING ISSUES

CONSTRUCTION	LAST			
	ORIG.			
BIDS	LAST			
	ORIG.			
APPROVAL	LAST			
	ORIG.			
INFORMATION	LAST			
	ORIG.			

ISSUED FOR:	SIGNATURE	DATE	REV.

DRAWING APPROVALS

DRAWN:	MF	DATE: 03/14/19
CHECKED:	TL	DATE: 04/03/19
ENGINEER:	TR	DATE: 04/09/19
TRC:		DATE:
CLIENT:		DATE:
CLIENT:		DATE:

ROAD CROSSING PERMIT

PERMIAN HIGHWAY PIPELINE – SPREAD 4
CR 220
HAYS COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	310126	310126-34HY-003	1 OF 1	0

22-Apr-2019 : 9:35 AM

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: April 22, 2019

Formal notice is hereby given that:

Utility Company Permian Highway Pipeline LLC proposes to place a 42" Gas line within County Right-of-Way of CR 218 a/k/a Pump Station Road with contractor MPG Pipeline Contractors as follows: (give location, length, general design, etc.) Approximately 1.4 miles east of FM 2325. Specifications and drawing attached.

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 Road Department (HCRD), 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 HCRD, proof of compliance with all governing laws, rules, and regulations will be submitted to HCRD 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 HCRD 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 1st day of October 2019.

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 Permian Highway Pipeline LLC

By (Print) David Ross

Signature _____

Title Land Project Manager, Kinder Morgan

Address: 874 Harper Rd. Suite 106
Kerrville, TX 78028

Phone 952-356-4282

Approved by Hays County Transportation Department

Signature | Permit Coordinator | 7/24/19
Title | Date

HAYS COUNTY, TEXAS

LEGEND

R/W	RIGHT OF WAY
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MIN.	MINIMUM
CLR.	CLEARANCE
	EXISTING PIPELINE
P P	POWER LINE
x	FENCE
	PROPERTY LINE
	POWER POLE

STATE OF TEXAS
JUAN A. RIVAS
116974
LICENSED
PROFESSIONAL ENGINEER
4-22-19

(X) LOCATION COORDINATES
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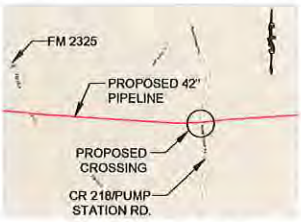
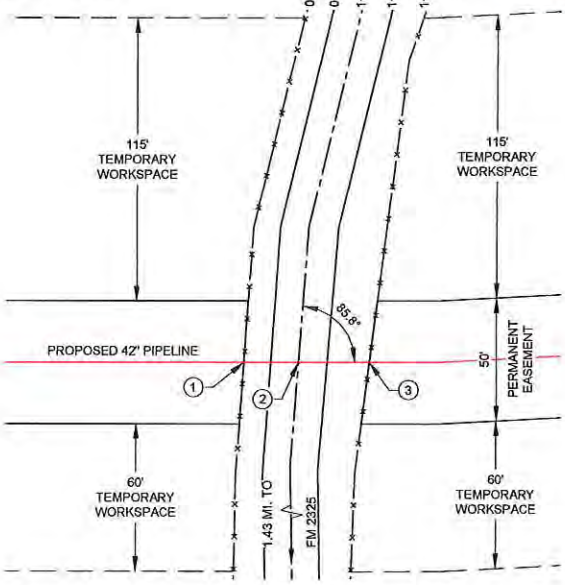
Y= 9994787.97
2. X= 2972849.17
Y= 9994789.16
3. X= 2972877.99
Y= 9994790.70



VICINITY MAP
N.T.S.



PLAN
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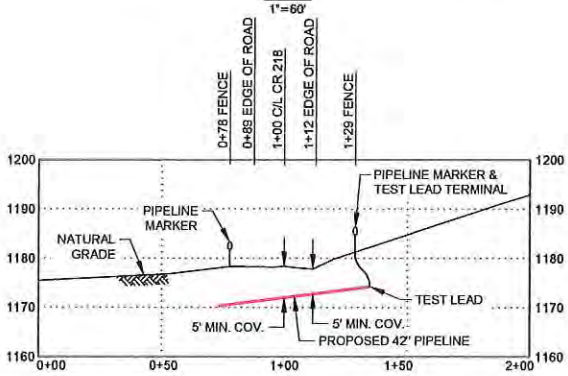

CROSSING LENGTH - 51'

PROFILE
1"=60' H
1"=30' V

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04/22/19

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CODE: 49 CFR PART 192.111/ASME B31.8
CLASS LOCATION: 1
DESIGN FACTOR: 0.60
CARRIER PIPE: 42"Ø, 0.720" w.t., API 5L X70, PSL2
CASING: UNCASED
COATING: 14-16 MILS FBE, 30-40 MILS ARO
M.A.O.P.: 1,440 PSIG
PIPELINE CATHODICALLY PROTECTED
METHOD OF INSTALLATION: CONVENTIONAL BORE

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
0	04/22/19	ISSUED FOR PERMIT	VG	TL	TR		

KINDER MORGAN

TRC
Results you can rely on
16350 PARK TEN PLACE, SUITE 101
HOUSTON, TX. 77084
PH: (281) 616-0100
TRC PROJ. #310126, LIC. No. TX-F-82

DRAWING ISSUES

CONSTRUCTION	LAST			
	ORIG.			
BIDS	LAST			
	ORIG.			
APPROVAL	LAST			
	ORIG.			
INFORMATION	LAST			
	ORIG.			
ISSUED FOR:		SIGNATURE	DATE	REV.

DRAWING APPROVALS

DRAWN:	MF	DATE:	03/14/19
CHECKED:	TL	DATE:	04/03/19
ENGINEER:	TR	DATE:	04/09/19
TRC:		DATE:	
CLIENT:		DATE:	
CLIENT:		DATE:	

ROAD CROSSING PERMIT

PERMIAN HIGHWAY PIPELINE – SPREAD 4

CR 218

HAYS COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	310126	310126-34HY-001	1 OF 1	0

19-Apr-2019 : 4:06 PM

LOCATION MAP

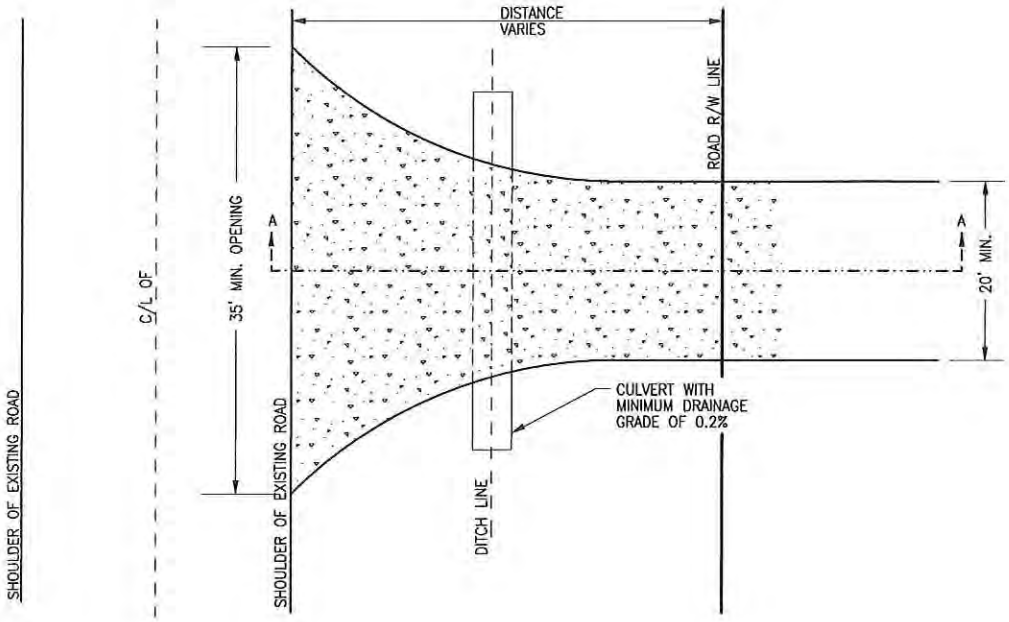
TRC
Results you can rely on
16350 PARK TEN PLACE, SUITE 101
HOUSTON, TX. 77084
PH: (281) 616-0100
LIC. No. TX F-82

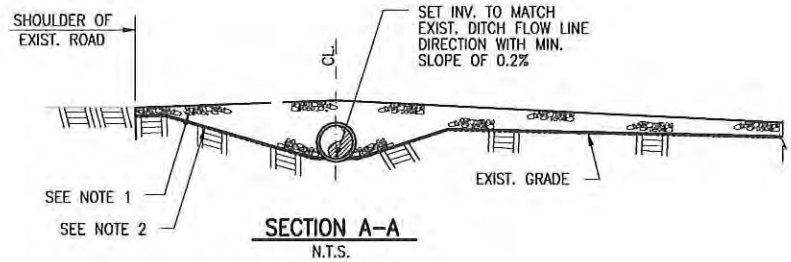
NO.	REVISION	DATE	APPR.

HAYS COUNTY
PERMANENT DRIVEWAY EXHIBIT (TYPICAL)
AT CR 218 EAST

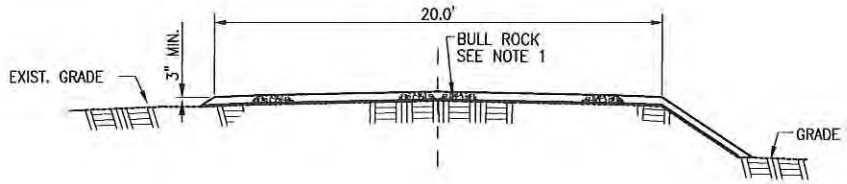
SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET
NTS						EXHIBIT 1	1 OF 1

22-Apr-2019 : 6:38 AM
dthomason : DRIVEWAY LOC-CR-218.dwg





SECTION A-A
N.T.S.



HALF SECTION - LEVEL GRADE

HALF SECTION - FILL

DRIVEWAY SECTION
NTS

NOTE:
1. 3" BULL ROCK.

2. GEOTEXTILE FABRIC.

TRC
Results you can rely on
16350 PARK TEN PLACE, SUITE 101
HOUSTON, TX. 77084
PH: (281) 616-0100
LIC. No. TX F-82

NO.	REVISION	DATE	APPR.

TYPICAL DETAIL
PERMANENT DRIVEWAY PERMIT
BULL ROCK SURFACE

SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET
NTS						EXHIBIT 1	1 OF 1

24-Aug-2018 : 9:06 AM
DThomason : DRIVE_PERM_ROCK.dwg

LOCATION MAP

TRC
Results you can rely on

16350 PARK TEN PLACE, SUITE 101
HOUSTON, TX. 77084
PH: (281) 616-0100
LIC. No. TX F-82

NO.	REVISION	DATE	APPR.

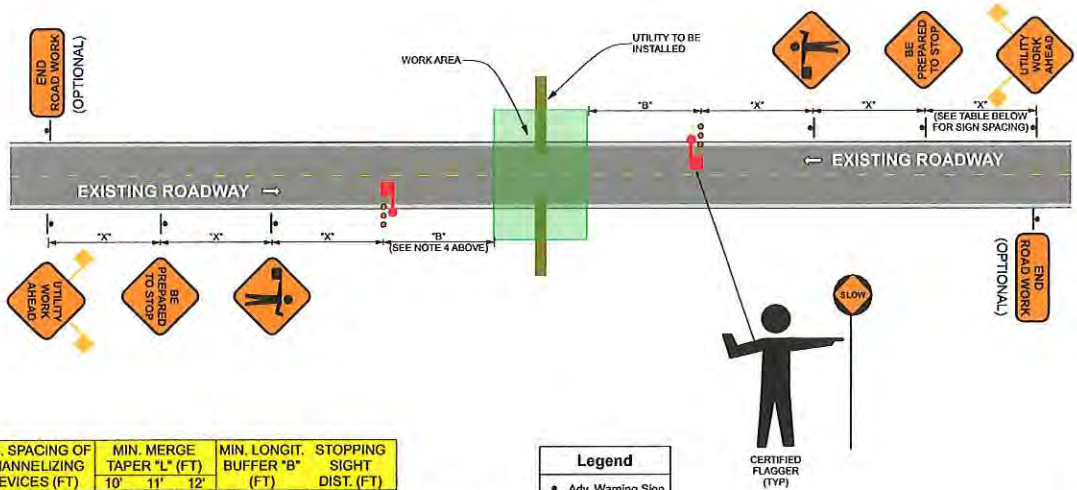
HAYS COUNTY
TEMPORARY DRIVEWAY EXHIBIT (TYPICAL)
AT CR 218 WEST

SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET
NTS						EXHIBIT 1	1 OF 1

22-Apr-2019 : 6:38 AM
dthomason : DRIVEWAY LOC-CR-218.dwg

MPG
PIPELINE CONTRACTORS

NOTES: 1) THIS PLAN MAY ONLY BE USED FOR SHORT DURATION CLOSURES OF 20 MINUTES OR LESS DURING THE DAYTIME, OFF-PEAK HOURS.
2) THIS PLAN APPLIES TO LOCATIONS SHOWN IN THE PIPELINE CROSSING LIST (SEE SHEET 2).
3) CONTRACTOR TO VERIFY SPEED LIMIT AT EACH LOCATION.
4) THE BUFFER SPACE "B" SHOULD BE EXTENDED, AROUND CURVES OR OTHER OBSTACLES WHEN NECESSARY, TO PROVIDE ADEQUATE STOPPING SIGHT DISTANCE TO THE FLAGGER STATION (SEE TABLE FOR STOPPING SIGHT DISTANCE).



POSTED SPEED LIMIT (MPH)	MIN. SIGN SPACING "X" (FT)	MIN. SPACING OF CHANNELIZING DEVICES (FT)	MIN. MERGE TAPER "L" (FT) 10'	11'	12'	MIN. LONGIT. BUFFER "B" (FT)	STOPPING SIGHT DIST. (FT)
30	120'	30'	150'	165'	180'	90'	200'
35	160'	35'	205'	225'	245'	120'	250'
40	240'	40'	265'	295'	320'	155'	305'
45	320'	45'	450'	495'	540'	195'	360'
50	400'	50'	500'	550'	600'	240'	425'
55	500'	55'	550'	605'	660'	295'	495'
60	600'	60'	600'	660'	720'	350'	570'
65	700'	65'	650'	715'	780'	410'	645'
70	800'	70'	700'	770'	840'	475'	820'
75	900'	75'	800'	825'	900'	540'	910'

SPEED LIMIT XX (V.I.F.)

Legend
- Adv. Warning Sign
- Certified Flagger
- Traffic Drum
- Traffic Flow
- Work Area

STATE OF TEXAS
PATRICK McALISTER
119861
LICENSED
PROFESSIONAL ENGINEER

NTS ENGINEERING AND MANUFACTURING
NATIONAL TRENCH SAFETY
3550 ROUND BARN BLVD.
SUITE 205
SANTA ROSA, CA. 95403

JOB #	19153
DRAWN	MH
DESIGNED	MH
CHECKED	PM
DATE	04-17-19

REVISIONS		
REV	BY	DATE
01	MH	05-03-19

MPG PIPELINE CONTRACTORS
16770 IMPERIAL VALLEY
SUITE 105
HOUSTON, TX. 77060

KINDER MORGAN PHP SPREAD 4
GILLESPIE, BLANCO & HAYS COUNTIES, TEXAS
TRAFFIC CONROL PLAN
TYPICAL FLAGGER OPERATION (TWO-WAY ROAD)

SCALE: HOR. AS SHOWN VER. AS SHOWN
DRAWING SHEET: 3 of 3

MP	Tract #	Type of Crossing	Crossing Name	Alternative Name	Agency
275.8	D-GI-512.230	COUNTY CROSSING PERMIT	Meusebach Creek Road	N/A	County Road
276.2	D-GI-512.710	COUNTY CROSSING PERMIT	Old San Antonio Road	N/A	County Road
278.3	D-GI-564.420	COUNTY CROSSING PERMIT	Cain City Road	N/A	County Road
279.0	D-GI-564.460	TXDOT CROSSING PERMIT	FM 1376	N/A	TXDOT
282.2	D-GI-583.460	COUNTY CROSSING PERMIT	Jenschke-Kunz Road	N/A	County Road
282.7	D-GI-597.000	COUNTY CROSSING PERMIT	Luckenbach Road	N/A	County Road
284.6	D-GI-610.000	COUNTY CROSSING PERMIT	Jenschke Lane	N/A	County Road
285.9	D-GI-612.000	COUNTY CROSSING PERMIT	Hahn Road	N/A	County Road
290.5	D-GI-628.000	COUNTY CROSSING PERMIT	Schumann Road	N/A	County Road
291.9	D-BL-639.000	COUNTY CROSSING PERMIT	CR 207	Maenius Road	County Road
296.0	D-BL-645.420	TXDOT CROSSING PERMIT	FM 1623	N/A	TXDOT
296.8	D-BL-647.230	COUNTY CROSSING PERMIT	Clear Creek Road	N/A	County Road
298.4	D-BL-651.000	COUNTY CROSSING PERMIT	CR 109	Cottonwood Road	County Road
300.8	D-BL-661.000	COUNTY CROSSING PERMIT	CR 105	7th Street	County Road
302.2	D-BL-667.000	CITY ROAD CROSSING	Carlie Lane	N/A	City of Blanco
303.0	D-BL-672.000	CITY ROAD CROSSING	Sunset Ridge	N/A	City of Blanco
~~303.4~~	~~D-BL-669.000~~	~~TXDOT CROSSING PERMIT~~	~~US Highway 281~~	~~N/A~~	~~TXDOT~~ THIS PLAN DOES NOT APPLY
306.3	D-BL-684.000	TXDOT CROSSING PERMIT	FM 165	N/A	TXDOT
308.1	D-BL-690.200	COUNTY CROSSING PERMIT	CR 407 1x	Chimney Valley Road	County Road
308.9	D-BL-697.000	COUNTY CROSSING PERMIT	CR 407 2x	Chimney Valley Road	County Road
309.2	D-BL-690.000	COUNTY CROSSING PERMIT	River Bend Drive	N/A	County Road
315.7	D-HA-705.000	TXDOT CROSSING PERMIT	Farm to Market Rd 2325	N/A	TXDOT
318.0	D-HA-707.000	COUNTY CROSSING PERMIT	CR 218	Pump Station Road	County Road
320.5	D-HA-713.200	COUNTY CROSSING PERMIT	CR 244	Ledgerock Road	County Road
322.6	D-HA-722.300	COUNTY CROSSING PERMIT	CR 220	Mount Sharp Road	County Road
322.9	D-HA-732.000	TXDOT CROSSING PERMIT	Ranch Road 12	N/A	TXDOT
323.9	D-HA-727.000	COUNTY CROSSING PERMIT	Golds Road 1x	N/A	County Road
324.5	D-HA-731.000	COUNTY CROSSING PERMIT	Golds Road 2x	N/A	County Road
326.6	D-HA-735.000	TXDOT CROSSING PERMIT	Farm to Market Rd 3237	Old Kyle Road	TXDOT
~~338.9~~	~~D-HA-766.410~~	~~TXDOT CROSSING PERMIT~~	~~I-35~~	~~N/A~~	~~TXDOT~~ THIS PLAN DOES NOT APPLY
339.6	D-HA-752.000	COUNTY CROSSING PERMIT	CR 136	Old Stagecoach Road	County Road
340.2	D-HA-762.300	COUNTY CROSSING PERMIT	CR 138	Opal Lane	County Road

STATE OF TEXAS
PATRICK McALISTER
119861
LICENSED
PROFESSIONAL ENGINEER

NTS ENGINEERING AND MANUFACTURING
NATIONAL TRENCH SAFETY
3550 ROUND BARN BLVD.
SUITE 205
SANTA ROSA, CA. 95403

JOB #	19153	REVISIONS		
DRAWN	MH	REV	BY	DATE
DESIGNED	MH	01	MH	05-03-19
CHECKED	PM			
DATE	04-17-19			

MPG PIPELINE CONTRACTORS
16770 IMPERIAL VALLEY
SUITE 105
HOUSTON, TX. 77060

KINDER MORGAN PHP SPREAD 4
GILLESPIE, BLANCO & HAYS COUNTIES, TEXAS
TRAFFIC CONROL PLAN
CROSSING LIST

SCALE
HOR. AS SHOWN
VER. AS SHOWN
DRAWING
SHEET
2 of 3

GENERAL NOTES

1. THE CONTRACTOR SHALL INSTALL AND MAINTAIN THE TRAFFIC CONTROL DEVICES AS SHOWN HEREIN, AS WELL AS ANY ADDITIONAL TRAFFIC CONTROL DEVICES AS MAY BE REQUIRED TO ENSURE THE SAFE MOVEMENT OF TRAFFIC AND PEDESTRIANS THROUGH OR AROUND THE WORK AREA AND TO PROVIDE MAXIMUM PROTECTION AND SAFETY TO CONSTRUCTION WORKERS.

2. ALL DELINEATORS SHALL BE EQUIPPED WITH REFLECTIVE BANDS.

3. ALL SIGNS, STRIPES, DELINEATORS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES AND THEIR INSTALLATION SHALL CONFORM TO MUTCD, STANDARD SPECIFICATIONS LATEST EDITION, FOR CONSTRUCTION AND MAINTENANCE WORK ZONES' (LATEST EDITION). IN THE EVENT OF CONFLICT BETWEEN THESE DOCUMENTS THE MOST STRINGENT REQUIREMENT SHALL APPLY.

4. ALL TRAFFIC CONTROL DEVICES SHALL BE KEPT IN THEIR PROPER POSITION AT ALL TIMES, AND SHALL BE REPAIRED, REPLACED, OR CLEANED AS NECESSARY TO PRESERVE THEIR MAXIMUM VISIBILITY AND EFFECTIVENESS.

5. CONTRACTOR SHALL REPLACE OR REPAIR ALL DAMAGES STRIPING WITH TEMPORARY STRIPING OR RAISED PAVEMENT MARKERS AT END OF EACH WORKING DAY.

6. LOCAL LAW ENFORCEMENT, EMERGENCY & CITY TRANSIT DEPARTMENTS SHALL BE NOTIFIED 48 HOURS PRIOR TO COMMENCEMENT OF TRAFFIC CONTROL OPERATIONS.

7. CONTRACTOR SHALL MAINTAIN PEDESTRIAN ACCESS AT ALL TIMES.

8. CONTRACTOR SHALL COVER OR REMOVE ALL CONFLICTING SIGNS.

9. LOCAL AND EMERGENCY ACCESS SHALL BE MAINTAINED AT ALL TIMES.

10. NO SIGNS, OTHER THAN THOSE CALLED FOR ON THESE PLANS, SHALL BE PLACED IN THE PUBLIC RIGHT-OF-WAY WITHOUT WRITTEN APPROVAL OF THE TRANSPORTATION PLANNING MANAGER.

11. LANE CLOSURES, ROAD DETOURS, ROAD CLOSURES, AND TRAFFIC SIGNAL MODIFICATION ASSOCIATED WITH OVERNIGHT CONSTRUCTION ACTIVITIES WILL REQUIRE INFORMATION SIGNS BE PLACED AT LEAST ONE (1) WEEKS IN ADVANCE OF CONSTRUCTION.

12. ALL ADVANCED WARNING SIGNS SHALL BE EQUIPPED WITH FLAGS DURING DAY TIME WORKING HOURS AND WITH FLASHING BEACONS AT NIGHT.

13. ALL BARREL DELINEATORS SHALL BE 36" MINIMUM HEIGHT AND CONES SHALL BE 28" MINIMUM HEIGHT AND SHALL INCLUDE 6" AND 4" HIGH INTENSITY REFLECTORIZED BANDS OR SLEEVES. ALL SIGNS SHALL BE REFLECTORIZED AND STANDARD SIZE.

INDEX: SHEET 1 - COVER SHEET
SHEET 2 - CROSSING LIST
SHEET 3- TYPICAL FLAGGER OPERATION (TWO-WAY ROAD)

CONTRACTOR: MPG PIPELINE CONTRACTORS
16770 IMPERIAL VALLEY, SUITE 105
HOUSTON, TX. 77060

PROJECT: KINDER MORGAN PHP SPREAD 4
MP 276.8 TO MP 342.1
GILLESPIE, BLANCO & HAYS COUNTIES, TEXAS

DESCRIPTION: TYPICAL FLAGGER OPERATION PLAN FOR SHORT-TERM TEMPORARY ROAD CLOSURES AT ROAD CROSSINGS ALONG 65 MILES OF PROPOSED PIPELINE

STATE OF TEXAS
PATRICK McALISTER
119861
LICENSED
PROFESSIONAL ENGINEER

NTS ENGINEERING AND MANUFACTURING	NATIONAL TRENCH SAFETY 3550 ROUND BARN BLVD. SUITE 205 SANTA ROSA, CA. 95403	JOB #	19153	REVISIONS				MPG PIPELINE CONTRACTORS 16770 IMPERIAL VALLEY SUITE 105 HOUSTON, TX. 77060	KINDER MORGAN PHP SPREAD 4 GILLESPIE, BLANCO & HAYS COUNTIES, TEXAS TRAFFIC CONROL PLAN COVER SHEET	SCALE HOR. AS SHOWN VER. AS SHOWN DRAWING SHEET 1 of 3
		DRAWN	MH	REV	BY	DATE				
		DESIGNED	MH	01	MH	05-03-19				
		CHECKED	PM							
		DATE	04-17-19							

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: April 22, 2019

Formal notice is hereby given that:

Utility Company Permian Highway Pipeline LLC proposes to place a 42" Gas line within County Right-of-Way of CR 244 a/k/a Ledgerock Road with contractor MPG Pipeline Contractors as follows: (give location, length, general design, etc.) Approximately 2.7 miles north of FM 2325. Specifications and drawing attached.

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 Road Department (HCRD), 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 HCRD, proof of compliance with all governing laws, rules, and regulations will be submitted to HCRD 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 HCRD 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 1st day of October 2019.

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 Permian Highway Pipeline LLC

By (Print) David Ross

Signature _____

Title Land Project Manager, Kinder Morgan

Address: 874 Harper Rd. Suite 106
Kerrville, TX 78028

Phone 952-356-4282

Approved by Hays County Transportation Department

Signature Title Date

Permit Coordinator 7/24/19

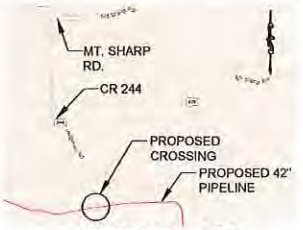
HAYS COUNTY, TEXAS

LEGEND

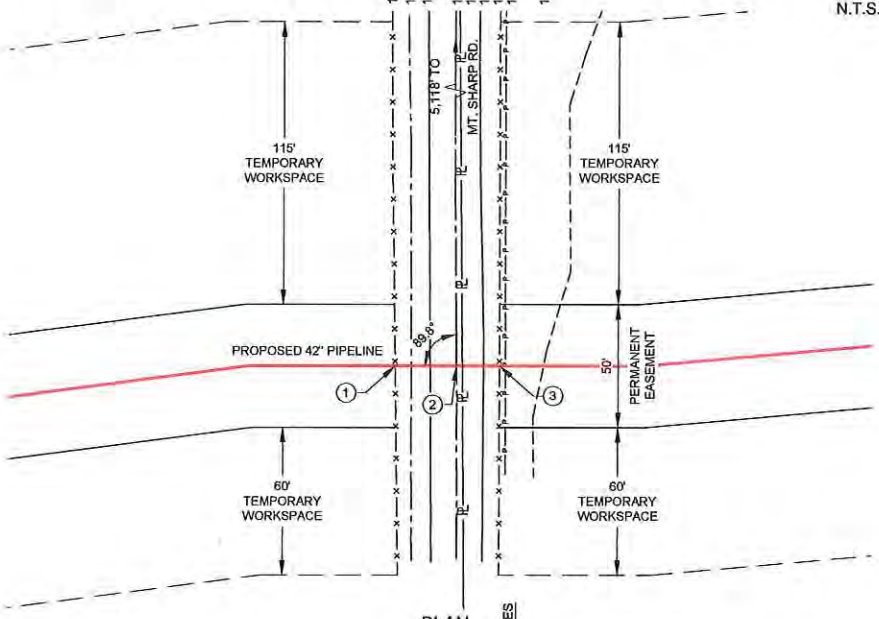
R/W	RIGHT OF WAY
FM	FARM TO MARKET
MIN.	MINIMUM
CLR.	CLEARANCE
	EXISTING PIPELINE
	POWER LINE
	FENCE
	PROPERTY LINE
	POWER POLE

STATE OF TEXAS
JUAN A. RIVAS
116974
LICENSED PROFESSIONAL ENGINEER
4-22-19

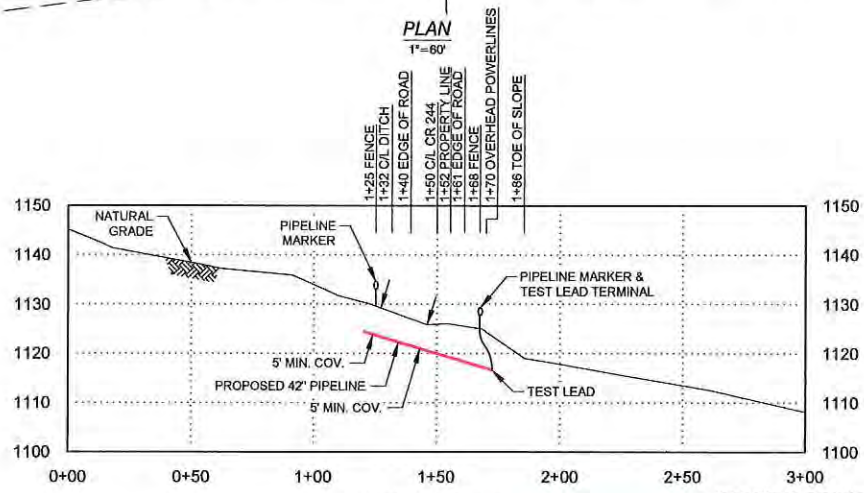
ⓧLOCATION COORDINATES
1. X= 2981548.05
Y= 9995006.91
2. X= 2981572.83
Y= 9995008.28
3. X= 2981590.26
Y= 9995009.24



VICINITY MAP
N.T.S.



PLAN
1"=60'



CROSSING LENGTH - 43'

PROFILE
1"=60' H
1"=30' V

ISSUED FOR PERMIT
04/22/19

SCALE IN FEET
60 30 0 60

NOTE:
1. DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-245-4545 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE.
4. CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
5. CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.

CROSSING PIPE SPECIFICATIONS
CONTENTS: NATURAL GAS
CODE: 49 CFR PART 192.111/ASME B31.8
CLASS LOCATION: 1
DESIGN FACTOR: 0.60
CARRIER PIPE: 42"Ø, 0.720" w.t., API 5L X70, PSL2
CASING: UNCASED
COATING: 14-16 MILS FBE, 30-40 MILS ARO
M.A.O.P.: 1,440 PSIG
PIPELINE CATHODICALLY PROTECTED
METHOD OF INSTALLATION: CONVENTIONAL BORE

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
0	04/22/19	ISSUED FOR PERMIT	RK	TL	TR		

KINDER MORGAN

TRC
Results you can rely on
16350 PARK TEN PLACE, SUITE 101
HOUSTON, TX. 77084
PH: (281) 616-0100
TRC PROJ. #310126, LIC. No. TX-F-62

DRAWING ISSUES

CONSTRUCTION	LAST ORIG.			
BIDS	LAST ORIG.			
APPROVAL	LAST ORIG.			
INFORMATION	LAST ORIG.			
ISSUED FOR:		SIGNATURE	DATE	REV.

DRAWING APPROVALS

DRAWN:	RK	DATE:	03/25/19
CHECKED:	TL	DATE:	04/03/19
ENGINEER:	TR	DATE:	04/09/19
TRC:		DATE:	
CLIENT:		DATE:	
CLIENT:		DATE:	

ROAD CROSSING PERMIT

PERMIAN HIGHWAY PIPELINE – SPREAD 4

CR 244

HAYS COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	310126	310126-34HY-002	1 OF 1	0

19-Apr-2019 : 3:36 PM

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 # 1151**

Application Date: April 22, 2019

Commissioner Court Approval Date: July 30, 2019

Utility Company Info:

- Name: Permian Highway Pipeline LLC
- Address: 874 Harper Road Suite 106 Kerrville, Tx. 78028
- Phone: (952)356-4282
- Contact: David Ross
-

Engineer/Contractor Info:

- Name: Permian Highway Pipeline LLC
- Address: 874 Harper Road Suite 106 Kerrville, Tx. 78028
- Phone: (952)356-4282
- Contact: David Ross
-

Type of Utility Service: Gas Line

Road Name(s): East Post Road & C.R.158
Subdivision:
Pct. #: 1
Proposing to install a 42in Gas Pipeline in County Right of Way crossing East Post Road at the intersection of C.R.158 and then Crossing C.R.158 just East of Drue Drive. Each Crossing will have Temporary Drives on each side of the road for Approx. 6 months for construction purposes, this is to be included in this permit.

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: April 22, 2019

Formal notice is hereby given that:

Utility Company Permian Highway Pipeline LLC proposes to place a 42" Gas line within County Right-of-Way of CR 140 a/k/a E Post Rd. with contractor MPG Pipeline Contractors as follows: (give location, length, general design, etc.) Approximately 120' south of CR 158. Specifications and drawing attached.

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 Road Department (HCRD), 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 HCRD, proof of compliance with all governing laws, rules, and regulations will be submitted to HCRD 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 HCRD 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 1st day of October 2019.

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 Permian Highway Pipeline LLC

By (Print) David Ross

Signature _____

Title Land Project Manager, Kinder Morgan

Address: 874 Harper Rd. Suite 106
Kerrville, TX 78028

Phone 952-356-4282

Approved by Hays County Transportation Department

_____ Permit Coordinator 7/24/19
Signature 419 Title Date

June 26, 2001

HAYS COUNTY, TEXAS

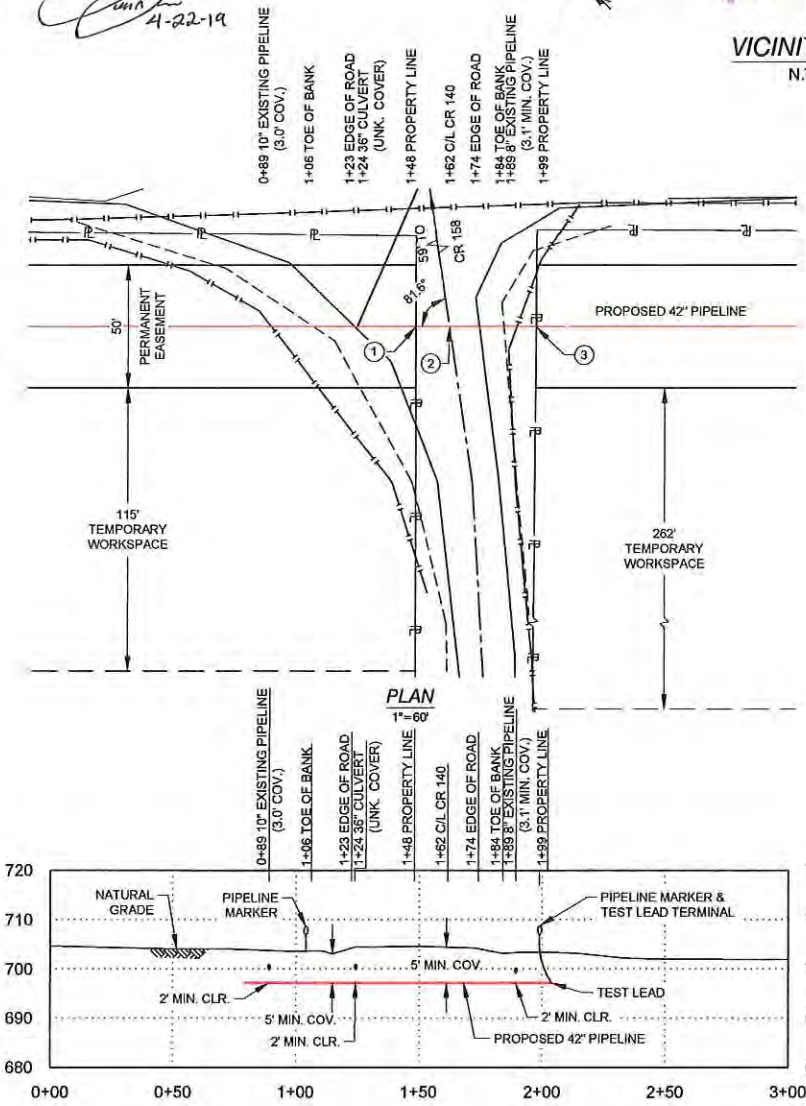
LEGEND

R/W	RIGHT OF WAY
FM	FARM TO MARKET
MIN.	MINIMUM
CLR.	CLEARANCE
	EXISTING PIPELINE
P P	POWER LINE
x	FENCE
	PROPERTY LINE
	POWER POLE

STATE OF TEXAS
JUAN A. RIVAS
116974
LICENSED
PROFESSIONAL ENGINEER
4-22-19

(X) LOCATION COORDINATES
1. X= 3077513.00
Y= 9960150.31
2. X= 3077523.01
Y= 9960141.02
3. X= 3077548.86
Y= 9960117.04

VICINITY MAP
N.T.S.



PLAN
1"=60'

CROSSING LENGTH - 100'

PROFILE
1"=60' H
1"=30' V

ISSUED FOR PERMIT
04/22/19

SCALE IN FEET
60 30 0 60

NOTE:
1. DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-245-4545 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE.
4. CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
5. CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.

CROSSING PIPE SPECIFICATIONS
CONTENTS: NATURAL GAS
CODE: 49 CFR PART 192.111/ASME B31.8
CLASS LOCATION: 3
DESIGN FACTOR: 0.50
CARRIER PIPE: 42"Ø, 0.864" w.t., API 5L X70, PSL2
CASING: UNCASED
COATING: 14-16 MILS FBE, 30-40 MILS ARO
M.A.O.P.: 1,440 PSIG
PIPELINE CATHODICALLY PROTECTED
METHOD OF INSTALLATION: CONVENTIONAL BORE

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
0	04/22/19	ISSUED FOR PERMIT	MF	DT	TR		

KINDER MORGAN

TRC
Results you can rely on
16350 PARK TEN PLACE, SUITE 101
HOUSTON, TX. 77084
PH: (281) 618-0100
TRC PROJ. #310126, LIC. No. TX-F-82

DRAWING ISSUES

CONSTRUCTION	LAST			
	ORG.			
BIDS	LAST			
	ORG.			
APPROVAL	LAST			
	ORG.			
INFORMATION	LAST			
	ORG.			
ISSUED FOR:		SIGNATURE	DATE	REV.

DRAWING APPROVALS

DRAWN:	MF	DATE:	04/10/19
CHECKED:	DT	DATE:	04/11/19
ENGINEER:	TR	DATE:	04/12/19
TRC:		DATE:	
CLIENT:		DATE:	
CLIENT:		DATE:	

ROAD CROSSING PERMIT

PERMIAN HIGHWAY PIPELINE – SPREAD 4

CR 140

HAYS COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	310126	310126-34HY-009	1 OF 1	0

22-Apr-2019 : 2:14 PM

LOCATION MAP

TRC
Results you can rely on
16350 PARK TEN PLACE, SUITE 101
HOUSTON, TX. 77084
PH: (281) 616-0100
LIC. No. TX F-62

NO.	REVISION	DATE	APPR.

HAYS COUNTY
TEMPORARY DRIVEWAY EXHIBIT (TYPICAL)
AT CR 158 EAST AND WEST

SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET
NTS						EXHIBIT 1	1 OF 1

22-Apr-2019 : 7:13 AM
BBruce : DRIVEWAY LOC-CR-158.dwg

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the execution of a $1,000,000 Letter of Agreement between Hays County and CHRISTUS Santa Rosa Hospital (CSRSM) as budgeted for FY2020 related to Indigent health care costs.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 11, 2020	$1,000,000

LINE ITEM NUMBER

120-675-00.5801

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Shell	SHELL	N/A

SUMMARY

Dedicated funds are budgeted each year to be used for payments to CSRSM associated with providing indigent health care through the 1115 waiver and the Indigent Program at the Live Oak Community Clinic. The Letter of Agreement authorizes the transfer of remaining budgeted funds.

Attachment: CSRSM Letter of Agreement

LETTER OF AGREEMENT

BETWEEN

HAYS COUNTY AND CENTRAL TEXAS MEDICAL CENTER

This Letter of Agreement (**Agreement**) is entered into by Hays County (the **County**) and CHRISTUS Santa Rosa Hospital – San Marcos (CSRSM) to ensure CSRSM's provision of high-quality health care to the residents of the County who are eligible for benefits for the County's fiscal year 2020 budget period.

To enhance the health care available in the County, CSRSM provides hospital care to Indigent Residents at CSRSM at no cost to the patient. Additionally, CHRISTUS Health provides primary care to Indigent Residents at its clinic, Live Oak Walk-In Care Clinic, at no cost to the patient. CSRSM's provision of health care enables Indigent Residents to receive primary and specialty care that they would not otherwise be able to access.

CSRSM shall provide hospital care and primary care to Indigent Residents (**Indigent Health Services**). In consideration of CSRSM's provision of Indigent Health Services, the County will pay to CSRSM one million dollars ($1,000,000.00) (the **Payment**).

CSRSM

_____

Thomas McKinney, President

_____

Date

_____

Stephanie Parker, Regional CFO/COO

_____

Date

Hays County

_____

Ruben Becerra
Hays County Judge

_____

Date

ATTEST:

_____

County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize Mike Jones to accept the Airworthiness Statement (AWS) on behalf of the Hays County Office of Emergency Services.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 11, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mike Jones	SHELL	N/A

SUMMARY

Mike Jones
Director
Office of Emergency Services

Hays County
Office of Emergency Services

Date: 08/05/2020

From: Hays County Office of Emergency Services

Subj: Airworthiness Statement

To Whom it may concern,

The Hays County Commissioners Court has authorized me to accept the following Airworthiness Statement (AWS) on behalf of the Hays County Office of Emergency Services.

The aircraft included in the application for Certificate of Authorization have been evaluated by HCOES and considered airworthy and safe to operate under the included policy, limitations, and procedures.

These unmanned aircraft will be considered an asset controlled by Hays County and operated under the National Incident Command System and Incident Command System for fire, law enforcement, and disaster mitigation efforts.

Mike Jones
Director
Office of Emergency Services

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept the $19,058.41 Visionality Second Phase Proposal, adding individual monitors with access to agenda and backup, as well as automated parliamentary procedures and recording of votes and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 11, 2020	$19,059

LINE ITEM NUMBER

101-617-11.5719_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	INGALSBE	N/A

SUMMARY

The monitors will aid the commissioners and judge during court by providing clear view of agenda and easy access to all back-up materials, as well as features to support management and recording of meetings and votes. Price reflects cost savings from installing equipment and software at same time as installation of other equipment is done. Funds are available in Records Management Fund.

Attachment: Visionality Proposals

DIR Contract: DIR-TSO-3889 - $18,145.81
TIPS Contract: TIPS-171001 - $912.60

Budget Amendment:
Increase Misc. Equipment_Capital - .5719_700
Decrease Contract Services - .5448

Hays County - Second Phase Council Chambers Upgrade - Request to Talk and Dais Displays, With Voting

7/29/2020

Prepared for:

Hays County

Dr. Elaine Cardenas

VISIONALITY

DESIGNS THAT COMPUTE
1778 N. PLANO RD #211B
RICHARDSON, TX 75081

Richard Barnett

Operations Manager

richard@visionality.com

(214) 276-0124

THANK YOU FOR ALLOWING VISONALTY TO SUBMIT THIS PROPOSAL

Visionality has over a quarter century of experience as a provider and integrator of audiovisual systems for business, education, government and healthcare. We take the time to consult with each customer to ensure that we are designing and implementing a custom solution to meet their needs. We also provide support and training to ensure that the systems are working properly, and the staff understands how to get the most out of them.

We carry all the major manufacturers including Cisco, Polycom, LifeSize, Crestron, Extron, AMX, Vidyo and many more. As a full system integrator we can create a custom collaborate environment designed to meet the needs and budget of our customers, such as displays, projectors, screens, furniture, etc.

We take our customers' needs seriously. We have tried to capture your needs in this proposal and turn those needs into a working system. If you have any questions or suggesting which would make our proposal more closely meet your needs, we are happy to work with you you.

Howard Barnett, President Visionality

STATEMENT OF CONFIDENTIALITY

This proposal is the work product of Visionality - Designs That Compute (DTC), and as a result remains the property of Visionality-DTC. This proposal has been given to **Hays County** for the express interest of offering products and services to **Hays County**. The particulars of this proposal must remain confidential between the personnel of **Hays County** and Visionality-DTC. This proposal may not be offered to others without the express written consent of Visionality-DTC.

CORPORATE MISSION

Visionality partners with its customers. Our goal is to enable a communication between the customer and DTC to enhance the relationship and produce a result which meets or exceeds the needs of our customers.

Visionality was founded in 1985 and has been at the forefront of technological development. We are an Audio Visual integrator with an emphasis on video communications. Visionality has aligned with the leading manufacturers in the industry, enabling us to provide our customers the latest advancements in the industry at competitive prices. Visionality primarily focuses on its customer's needs. We work closely with our customers to examine the particular need of each customer and then design the best possible solution for their application.

OUR VALUE PROPOSITON:

VISONALITY OFFERS A UNIQUE SET OF SKILLS

LONGEVITY

Visionality was incorporated in 1985. We are seasoned providers and integrators of audiovisual technology with hundreds of customers.

DIVERSITY OF PRODUCTS

We offer numerous products that can provide unique value to our customers. We have a great understanding of the needs of Hays County. This allows us to contribute in a meaningful way to the overall design in this proposal.

CONVERGENCE OF A/V AND IT

Visionality knows that the converged AV/IT world is here to stay. We understand network philosophies, infrastructure, and enterprise-based IT. We know how to intelligently discuss IT AV requirements, concerns, and deployment with your IT staff.

INTEGRATION CAPABILITIES

We are an Infocomm certified provider, which means our personnel have passed industry standard certification tests in audio visual systems. Our personnel also hold certifications offered by our manufacturers' for implementation with their equipment.

HISTORICALLY UNDERUTILIZED BUSINESS

We are a women-owned business in the state of Texas.

CUSTOMER SERVICE

We excel at customer service and have programs in place to service our customers at all levels. We have many customers, some in the fortune 500 which use our tech support resources to assure that they have support for their existing equipment. Once your equipment is installed, we will provide the level of service that best meets your needs. Whether you require onsite support, phone support, remote diagnostics, or preventative maintenance, our tech support department will take care of you.

OUR PROCESS

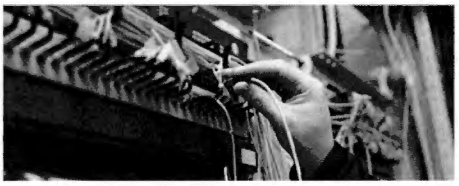
FROM DESIGN TO IMPLEMENTATION, TRAINING, & SERVICE

CONSULTATION

Visionality believes that each customer is unique, and therefore each design should be unique. For this reason, Visionality conducts a thorough consultation with each customer to ensure that we understand their individual needs as well as the layout and properties of the location in which the audiovisual technology will be used.

DESIGN

Armed with the knowledge of the customer's needs and the environment in which it will be used, Visionality will create a tailored design that will allow for the optimal use of the technology. Our experienced designers hold manufacturer certifications and are Certified Technology Specialists, a prestigious industry designation.



IMPLEMENTATION AND PROGRAMMING

Once the design has received customer approval, our well-trained implementation team will make the design a reality. They will ensure that all of the equipment is installed according to the design specifications. Our programers will make sure that the software works properly and to the customer's satisfaction.

TRAINING

Training is a very important component to the success of a project, and Visionality will ensure that the customer has the proper training needed to get the most out of their new equipment and software. We will answer any questions, and provide documentation and training guides when necessary.

SERVICE

Once your equipment is installed, we will provide the level of service that best meets your needs. Whether you require onsite support, phone support, remote diagnostics, or preventative maintenance, our tech support department will take care of you.

Statement of Work

This proposal responds with solutions adding features to Hays County's Council Chambers A/V system.

Customer Request:

Details elicited from discussion between Visionality sales staff and customer shows the following needs:

1. Council Chambers:
    a. Typical courtroom/chambers layout with gallery with recently upgraded A/V system.
    b. Per-station needs:
        i. Dais stations (4 seats):
            1. 1 small tabletop-mounted touchpanel providing request-to-speak and voting functionality.
            2. 1 small tabletop-mounted display for video reinforcement. (The Monitor is on the -04B Quote and Must be Purchased on that quote.)
        ii. Judge's Dais Station (1 seat):
            1. 1 small tabletop-mounted display for video reinforcement. (The Monitor is on the -04B Quote and Must be Purchased on that quote.)
            2. 1 7" tabletop-mounted touchpanel providing parliamentary administration of microphone muting, and voting functionality, as well as full room control.
        iii. Clerk's Station at Front Table:
            1. 1 small tabletop-mounted display for video reinforcement.
    c. Video for Council Chambers Mode:
        i. Content Inputs:
            1. Add input for 1 OFE PC that provides agenda management.
                a. This input should be switchable, independently, to the new dais displays, so that the dais displays can show either the content feed for the agenda feed.
    d. Voting:
        i. Provide a voting system at each dais station, with voting controlled from the room's primary touchpanel at the meeting administrator's station.
        ii. Show results at the close of each vote across all displays.
    e. Control:
        i. Add module allowing the naming of each seat, for request to speak queueing and vote recording.
        ii. Upgrade existing primary user interface to provide parliamentary control:
            1. Request-to-speak feature on/off, queueing, promotion, and cancellation.
        iii. Upgrade existing primary user interface to provide voting control:
            1. Start vote, end vote, and last vote tally.
        iv. Provide 7" tabletop control panel at Judge's dais station:
            1. Mirror functionality of primary control panel, with default page being administration of request to speak queueing.
            2. Tabletop station to operate independent of primary control touchpanel.
        v. 5" tabletop control panels at dais stations:
            1. Default page shows request-to-speak functionality.
            2. When a vote is started, secondary page with voting features becomes available.

Description of the project for M-04 Quote:

The project consists of following solutions for the Council Chambers upgrade:

Project Overview: Project upgrades the audio and video components within the county's council chambers to provide newly requested features, as well as the control system/control interfaces for the overall project. Each

dais station receives a 5" touchpanel which provides the end-user request-to-speak and voting functions, which are discussed in greater detail, below. Each dais station, and the clerk's station at the front table, also receive a tabletop-mounted 22" display, that is mounted atop a half-height articulating arm mount for low visibility and clearing of table space. Furthermore, when a vote is closed, the results are displayed across all displays for a predetermined amount of time, as well as the SWAGIT recording and streaming feed. Control also expanded to County Judge's seat, via a 7" tabletop-mounted touchpanel, which provides the full room control features of the primary touchpanel, as well as the new parliamentary request-to-talk programming upgrade, as its primary page. County Clerk's station upgraded to send feed from the OFE agenda-management system to a video distribution system that allows the dais displays to show the current content feed OR the agenda independent of the content feeds to the existing room displays or SWAGIT recording and streaming feed. Control system also upgraded to allow for naming management of each seat, request-to-talk administration, and vote administration. Project expected to take 2 days of installation with an overlapping 1 day to commission.

Room Video Outputs: Content or agenda management PC feed delivered to 22" tabletop mounted displays at each dais location and the clerk's front table location; these displays are placed on mounts which are half-height articulating mounts that both free space on the desktop, as well as provide a low-profile which allows eased viewing of the participants.

Parliamentary Microphone Management System: Control system upgraded to provide the ability to toggle the dais microphones between a request-to-speak (RTT) and the standard push-to-unmute (PTT) feature, with the mic LED ring reflecting the status of the microphone's mute status, as well as the local 5" touchpanel providing mute/unmute and request functions to the end-users. This system is operated via 5" touchpanels, on a tabletop mount, at each of the council seats (except the Judge's 7" touchpanel and Clerk's 7" touchpanel which manage the system). This interface allows the seat's user to request to speak, cancel the request to speak, as well as delivers visual indication of whether the mic is open or muted. This feature-rich microphone/speaker management system module allows administrators to name each seat with a user-friendly descriptive name, and change when need-be, through a sub-page within the control system. Also, the Judge's and Clerk's interactive control panels feature an additional control interface page which includes a visual representation of each seat, which can be muted/unmuted without request, as well as a bubble-list of incoming requests (listed as the descriptive text for each named seat), which the Judge or Clerk may change the order of, reject the request, or promote to an open-mic status. To mute a current speaker, the Judge or Clerk may cancel the open mic slot, which therefore mutes the seat, or promoting another speaker to the open mic slot automatically removes the current speaker, placing that seat into a muted state. At the council table seats, the 5" show buttons named "Request to Speak", "Cancel Request", "Mute/Unmute", "Mic Open", and "Mic Closed". Also, the Shure gooseneck microphone bases will no longer be able to toggle their mute status from the built-in buttons when in request-to-speak mode. By default, the "Request to Speak" button will be illuminated, and the "Mic Closed" button will be illuminated, (with the other three buttons dark) reflecting the standard state of the seat, which is muted, with the ability to request to speak. Also, the tabletop microphone's LED indicator will be red to reflect that it's muted. Upon pressing "Request to Speak", the pressed button changes color to green to reflect an active request being sent to the queue, and the "Cancel Request" button illuminates red. If the user presses the "Cancel Request" button, their place in the queue's list is removed, the "Cancel Request" button goes dark, and the "Request to Speak" button returns to white. Upon the promotion of the seat to an open-microphone status OR if the mayor directly unmutes the seat, the "Request to Speak" button goes dark, "Cancel Request" remains red, the "Mute/Unmute" button turns green, while the "Mic Open" button turns green/"Mic Muted" button goes dark to signify that the seat's mic is active—also, the microphone's built-in LED turns green to provide further indication that the microphone is unmuted. While the seat has speaking privileges, the user may mute their mic at the touchpad by pressing the illuminated "Mute/Unmute" button, which toggles green and red to indicate its status (the microphone's built-in LED also changes color to reflect mute status); pressing mute at this stage does not relinquish assignment of the mic, but provides the ability for privacy should the need arise.

Pressing "Mute/Unmute" afterwards will unmute the mic, and return the button's status to green. Upon the mayor promoting another speaker to the active microphone status, or manually muting that seat's mic, the control pad and microphone's LEDs will return to the default stat listed above.

Voting System: The same 5" touchpanels described in the request-to-speak system above, also deliver voting functions to each dais set. When the main control station (Clerk's or Judge's 7" touchpanel) activates a vote, a voting page appears on each of the 5" touchpanels, where voting members of the council can choose, Yes, No, Abstain, and Record Vote (which finalizes the vote choice into the system). When ready, the person administrating the vote then chooses "End Vote" on the main touchpanel, which will record each seat's response, and tally the Yes, No, Abstain, and No Vote responses. The results are then sent to a graphics-generated output for view on the room's displays, as well as the SWAGIT video production feed, until "End Display of Results" is pressed on the main touchpanel. Upon vote completion, the 5" touchpanels return to their normal mic-control request-to-speak display.

Approach:

Installation: Turnkey installation provided for project, with a professional project manager guiding pre-installation tasks, installation tasks, commissioning tasks, and handover to the service team. All cabling and system mounts included in pricing, with directly requested hardware, software, and licenses also delivered during installation. Visionality will place a lead technician onsite during the project, who along with Visionality's project manager, will manage communication, project progress, and issues. Project expected to take 2 days of installation with an overlapping 1-2 days to commission.

Pricing

QTY	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
1	DIR-TSO-3889	This Quote is produced for the Texas DIR Contract DIR-TSO-3889 (Visionality) ******A/V Equipment for Council Chambers****** ***Dais VIdeo Equipment*** *Dais Display Monitors* 5 x Tabletop Mounts for Planar Displays (Single Armature to reduce height)			
5	K1D120B	K1 DESK MNT SINGLE DISPLAY 2L ARM BLK *Clerk's Station Display* 1 x Tabletop Mounts for Planar Displays	$250.00	$179.38	$896.90
1	K1D120B	K1 DESK MNT SINGLE DISPLAY 2L ARM BLK ***Tabletop Interface for Voting/Request to Talk*** 4 x 5" Tabletop Mounted Touchscreens for RTS and Voting 1 x 10" Tabletop Mounted Touchscreen for Judge's Control of Mics and Voting	$250.00	$179.38	$179.38
4	TSW-560-B-S	5" Touch Screen Black Smooth	$1,000.00	$565.00	$2,260.00
4	TSW-560-TTK-B-S	Tabletop Kit for TSW-560 Black Smooth	$150.00	$84.75	$339.00
1	TSW-760-B-S	7 in. Touch Screen Black Smooth	$1,400.00	$791.00	$791.00
1	TSW-760-TTK-B-S	Tabletop Kit for TSW-760 and TSS-7 Black Smooth	$200.00	$113.00	$113.00
		A/V Switching and Control System 1 x Existing All-in-One A/V Switching and Control System 1 x Digital Graphics Processor for Voting System 1 x Set of Video Distribution and Extension Equipment			
1	RMC3	3-Series® Room Media Controller	$1,000.00	$565.00	$565.00
1	DGE-100	Digital Graphics Engine 100	$2,000.00	$1,130.00	$1,130.00
1	VM-2HXL(VM-2HDMIXL)	1:2 HDMI Distribution Amplifier	$315.00	$212.63	$212.63
1	VM-28H-NV/110V	2x1:8 HDMI Distribution Amplifier	$1,095.00	$739.13	$739.13
7	HD-RX-101-C-E	DM Lite – HDMI® over CATx Receiver Surface Mount	$330.00	$186.45	$1,305.15
7	HD-TX-101-C-E	DM Lite – HDMI® over CATx Transmitter Surface Mount	$330.00	$186.45	$1,305.15
		Room Cabling and Materials Typical Video Cabling			
4	C-HM/HM-3	HDMI Cable 3'	$13.00	$8.78	$35.12
9	C-HM/HM-6	HDMI Cable 6'	$15.00	$10.13	$91.17
2	C-HM/HM-15	HDMI Cable 15'	$25.00	$16.88	$33.76

		Converters			
1	ADC-DPM/HF	Adapter Cable - DisplayPort	$26.00	$17.55	$17.55
1		Project Professional Services and Programming	$5,045.00	$3,279.25	$3,279.25
1		Installation, Integration, and Comissioning Service Addition to Original Contract	$7,245.00	$4,436.25	$4,436.25
1	VS-SLS-1	Silver level provides the coverage needed to fulfill a customer's basic service requirement. See attached descriptions. (1 Year)	$438.28	$416.37	$416.37

TOTAL LIST	$29,721.28
TOTAL DISCOUNT	$18,145.81
PRICE	
SHIPPING	$0.00
SALES TAX	$0.00
TOTAL	$18,145.81

Responsibilities *(Unless otherwise specified above)*

Visionality Obligations

Visionality will be responsible for the following:

- Testing new system and making sure all is properly operational from both the hardware and software perspective.
- Visionality will provide drawings that call out power and network locations, which must be installed prior to installation.
- Note Drawings supplied are not-to-scale and often are estimates of actual room measurements.

Company/Customer Obligations

The following items shall be the provided by the Company and are not part of this scope or proposal:

- All 120V Electrical provisions must be present and hot at time of installation (Specifications and call-outs will be provided by Visionality after acceptance of the proposal).
- All conduit and raceway as required by local code.
- Conveyance (pathway) for AV cabling- includes any core drilling or structural modifications.
- "Hard Points" for mounting of equipment and structural supports will be provided and installed by the Company prior to Visionality deployment. The customer is responsible to ensure current sructures can sustain the weight any mounted equipment or displays. When in doubt the Company should contact a certified Structural Engineer for safety factors.
    - For Displays other than video walls, Visionality will provide backing and blocking.
- Custom millwork, construction, or trim. Includes ceiling, floor and structural amendments or repairs.
- Required Local Permits and/or plan approvals.
- Required local inspection and compliance procedures.
- Hazardous material discovery and/or abatement.
- Ready Access to room. Unless otherwise stated, installation and commissioning are quoted as a single, contiguous period of days with unimpeded access 8 A.M – 5 P.M. daily. Monday through Friday at a minimum.
- Security and Safety
    - Prior to installation, if equipment is to be shipped in advance, the customer is responsible for receiving and storing this equipment in a safe location.
    - During installation, customer is responsible for making sure rooms can be secured and equipment is safe.
- Rooms are clean and ready for installation. All equipment, furniture, debris, or other objects needs to be removed from the room for access or safety, prior to onset of installation.
- Sufficient on-site support, persons readily available to answer questions
- Prior to Visionality installation, Telephony, Computer and other Network connections are to be installed configured and tested.
    - Computer Network jacks are to be tested with information for connection readily available.
    - Firewalls and routers will be confirure with proper ports opened .
    - Switchports must be patched-in and correct VLAN, with network IP addresses, subnet mask, and gateway provided for specified equipment.
    - Adequate bandwidth will be provided for the equipment chosen.
- IT staff will be available during the installation process if there is a connectivity issue
- Customer will assure that any customer furnished equipment is in working order.
- For maintenance purposes, customer will work with Visionality to create a mutually acceptable method that will allow remote access to installed equipment.

Project Management Procedures

Each entity will appoint one designee for as the prime project manager. These two people will ensure that the products are installed the way the project was envisioned. Any problems need to be funneled through these persons. For example, if there is a change in the room layout, this should be discussed between the two project managers and a change order written.

Status Reviews. Project implantation is taken seriously at Visionality. A weekly status meeting with management is held during all phases of the implementation to address issues early. Visionality Project Management is available to the customer for regular status meetings (via telephone or video) prior to the onset of installation. During the installation process, Visionality Project management will be available daily to discuss the status and needs of the installation with the customer designated representative.

Payments. Payment for the goods delivered is due when goods are shipped to site. Payment for installation is due when the installation is substantially complete. That is all work has been done and the equipment is operational. However there may be some tasks remaining (e.g. bug list).

Change Orders. All change orders must be submitted in writing from the customer designee to the Visionality project manager. If such a change is a fundamental change of scope either in parts or labor, the project manager will provide an estimate of the change in price. Visionality will proceed with this change when the change order has been completed and the approved by both parties.

Integration, Commissioning, and Sign-Off:
Prior to Visionality programming Visionality will meet with the customer's designated personnel to review the touchpanel and system operation. Additional feature requests beyond those scoped in this document and accepted during this meeting will require a change order.

A required walk-through with the customer's designated personnel will occur the day before commissioning completion, to evaluate system performance, create bug lists, and establish a final sign-off punchlist.

A final walk-through with customer's designated personnel will occur upon completion for final sign-off. Inability of key personnel attendance will not affect invoicing or signoff timelines, and additional walkthroughs will incur trip and/or change charges.

Terms and Conditions

Disclaimers
Visionality - Designs That Compute (DTC) is a reseller of electronic equipment. Warranty and liability for use of any product sold is limited to what is stated by the manufacturer of these products. DTC creates no warranties express or implied beyond the manufacturer's warranty.

Limitations
The express obligation stated above is in lieu of all liabilities or obligations of DTC for damages, including but not limited to any liability due to or associated with infringement of a third party's intellectual property rights or any loss, damage, or injury, direct or consequential (including any loss of profits, use, business or the like, even if DTC has been advised of the possibility of same), arising out of or in connection with the delivery, use or performance of products resold by DTC, and it is agreed that repair or replacement, in accordance with the foregoing warranty, is DTC's sole liability and buyer's sole remedy for such liability, loss, damage, or injury. This limitation of DTC's liability will apply regardless of the form of action, whether in contract or tort (including negligence) or based on a warranty. Any action against DTC must be brought within 12 months after the cause of action arises. The parties expressly agree that the products are not consumer goods.

To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of state law, such limitation of liability shall be void, however the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this limitation of liability.

At times, the goods and services in this proposal may be purchased by a government entity under a specific purchasing contract and that contract may have a clause which conflicts with this clause. In that case the terms of the purchasing contract will take precedence.

Statement of Confidentiality
This proposal is the work product of DTC and as a result remains the property of DTC. This proposal has been submitted for the express interest of offering products and services. The particulars of this proposal must remain confidential between the receiving agency and DTC. This proposal may not be offered to others without the express written consent of DTC. Where applicable, confidentiality is to be consistent with freedom of information act. If there is a request for this document the customer will take all necessary steps to defend the confidentiality of this document including an appeal the disclosure to the attorney general.

Installation (if applicable)
Installation prices are estimated based on the customers stated requirements. Unless otherwise noted, the customer is responsible for standard installation preparation and assistance; this include but is not limited to: Site security before and during the installation; fee access to perform installation during business hours while scheduled on site; customer furnished installation or materials are ready prior to Visionality installation; and resources are available quickly to resolve issues. A full list of these requirements is in the proposal above. If these conditions are not met, additional charges may apply.

Product Returns
DTC does not accept product returns unless defective and only for replacement.

Non-Solicitation.
Customer agrees that for a period of twelve (12) months immediately following the Effective Date of this Agreement or Last Date of Service on this Agreement, whichever comes later, Customer shall not either directly or indirectly solicit, induce, recruit or encourage any of Design That Compute's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage, take away or hire employees of the Designs That Compute, either for the customer or any other person or entity. Should the Customer infringe on this, it will be seen as a referral of the employee and the client agrees to pay Designs that Compute a one-time referral fee of two hundred (200) percent of the candidates total annual starting compensation with a minimum referral fee of fifty-thousand dollars ($50,000). Should the employee be hired as an hourly their annual compensation will be calculated at two thousand (2,000) times their hourly rate. Referral Fees will be invoiced immediately upon hiring of an employee by the Customer and will be due net thirty (30).

Payment Terms
Prepayment may be required. If terms are extended, payment is due immediately upon receipt of goods. Any objections to delivery or installation by the customer that many delay payment must be submitted to DTC in writing with 15 day of delivery of invoice to purchasing. When DTC resolves the problem they will resubmit invoice to purchasing. At that time customer must respond within 15 days if there is a further problem. DTC fully expects any invoice to be paid within 30 days of submittal. Failure to pay in a timely manner will constitute charges at the rate of 2% per month from date of invoice submittal.

Products delivered for an installation, are billed and due at the time of delivery. Installation will be billed and due when substantial completion has occurred. DTC will work with the customer to assure the highest quality products and services are delivered and installed. At the customer's request a payment schedule can be designed that withholds a percentage of the invoice based upon successful installation.

Some equipment has service or warranty that starts at the time of delivery. If installation is delayed this may affect the time coverage of those products is in effect after installation.

At times, the goods and services in this proposal may be purchased by a government entity or under a specific purchasing contract. In the cases where be a law or contract has conflicts with the above terms, the terms of a purchasing contract or law will take precedence.

Non-Taxable Entities
Please include a copy of your Sales Tax Exemption Form along with any Purchase Order sent to Designs That Compute dba Visionality

VISIONALITY
DESIGNS THAT COMPUTE

Silver Service

Prepared for: Hays County

Keep your equipment operational with a Visionality Service

- **Longevity**. Visionality has been serving the public for three decades.
- **Experience**. Visionality understands traditional AV integrations as well as networks. We have been putting in networks solutions for over twenty years and have touched hundreds of backbone appliances as well as cloud integration.
- **Service Support**. Our dedicated support staff can take your call quickly. Many times problems can be solved over the phone. We also provide technicians that can come on site to service your product.
- **Certifications.** Visionality believes in training. We have certifications from most of our vendors as well as the primary industry certification center, AVIXA.
- **Speed.** Visionality can take the headache out of working with the manufacturer on an issue. Our expert team will pinpoint the proper piece of equipment that is causing the problem. If we need to engage the manufacturers, our experience and credentials with that manufacturer often shorten that process.
- **Industry knowledge**. As an independent reseller, we have a deep knowledge of many products from many manufacturers across the industry. This enables us to better service our customers who may have legacy or unusual products.
- **Focus.** Since our support staff focuses on Audio Visual and Videoconferencing technologies, the technician who answers the phone is trained to solve your problem. This ends the service queue headache in many companies where much of your time is spent just finding the proper support staff.
- **Call Management**. We employ technology in our call center to efficiently track your ongoing service concern. Visionality uses technology to keep logs on ongoing service issues and we use our service database to reduce time in verification of service programs.

VISIONALITY
DESIGNS THAT COMPUTE

Silver Service

Visionality offers several levels of service

• **Silver Service** provides unlimited remote technical support for your new system. Our trained professionals can work with our customers to diagnose problems. If there is a problem with a component, they can arrange for the repair or replacement of that component.

• **Gold Service** is available within 30 miles of one of our facilities. Gold Service provides all the same benefits as Silver Service as well as adding unlimited on-site support for repairing the system.

• **Gold Limited Service** is available outside the Dallas/Fort Worth and San Antonio areas. It offers the same benefits as Gold service however we limit the number of calls that we can dispatch for service. This allows us to offer Gold service to some customers who are not in our coverage areas.

This Proposal is for Visionality Silver Service which includes:

- Unlimited telephone support during normal business hours.
- On-site support can be provided at an additional charge on a per visit basis.
- Replacement parts are covered using standard Manufacturer's Warranty
- Some part maintenance has been enhanced with extended service as specified.
- Assistance with software upgrades.
- Reported Visionality software problems addressed
- Feature requests addressed with engineering options
- Visionality will handle servicing failed components through factory repair.
- Visionality sofware is warranted free from defects for the term of the contract.

VISIONALITY
DESIGNS THAT COMPUTE

Silver Service

Service Summary

Service Level	Silver Service
Customer	Hays County
Location	712 S. Stagecoach Trail San Marcos TX
Start Date	2/1/2000
End Date	1/31/2001

Coverage. The contract covers the following locations and equipment

Service Object	Location	Description	Price

Items having extended service. These items have additional services such as software upgrades from the factory or next day parts.

Service Item	Serial Number

Quote Number: RAB111219M-04B

VISIONALITY
DESIGNS THAT COMPUTE

CUSTOMER		DATE:	7/29/2020
COMPANY:	HAYS COUNTY	ACCT. REP.	RICHARD BARNETT
CONTACT:	DR. ELAINE CARDENAS	PHONE:	(214) 276-0124
PHONE:		FAX:	(214) 276-0123
FAX:		EMAIL:	RICHARD@VISIONALITY.COM
EMAIL:			
ADDRESS:	712 S. STAGECOACH TRAIL SAN MARCOS, TX 78666	TIPS#171001 PLEASE CONTACT ME IF I CAN BE OF FURTHER ASSISTANCE.	

HERE IS THE QUOTE YOU REQUESTED.

ITEMS

QTY	MANF. PART#	DESCRIPTION	UNIT PRICE	DISCOUNT PRICE	TOTAL PRICE
1	TIPS#171001	THIS QUOTE IS PRODUCED FOR THE THE INTERLOCAL PURCHASING SYSTEM			
6	997-8001-00	PLX2270MW 22"HD DISPLAY	$169.00	$152.10	$912.60

TOTAL LIST	$1,014.00
SUBTOTAL	$912.60
SHIPPING	$0.00
SALES TAX	$0.00
TOTAL	$912.60

1

Designs That Compute is a Texas HUB

This Quote Valid for 30 days from date above

All Prices Subject to Shipping Charges and Sales Tax – Where Applicable

VISIONALITY
DESIGNS THAT COMPUTE

DISCLAIMERS
VISIONALITY - DESIGNS THAT COMPUTE (DTC) IS A RESELLER OF ELECTRONIC EQUIPMENT. WARRANTY AND LIABILITY FOR USE OF ANY PRODUCT SOLD IS LIMITED TO WHAT IS STATED BY THE MANUFACTURER OF THESE PRODUCTS. DTC CREATES NO WARRANTIES EXPRESS OR IMPLIED BEYOND THE MANUFACTURER'S WARRANTY.

LIMITATIONS
THE EXPRESS OBLIGATION STATED ABOVE IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF DTC FOR DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LIABILITY DUE TO OR ASSOCIATED WITH INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS OR ANY LOSS, DAMAGE, OR INJURY, DIRECT OR CONSEQUENTIAL (INCLUDING ANY LOSS OF PROFITS, USE, BUSINESS OR THE LIKE, EVEN IF DTC HAS BEEN ADVISED OF THE POSSIBILITY OF SAME), ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF PRODUCTS RESOLD BY DTC, AND IT IS AGREED THAT REPAIR OR REPLACEMENT, IN ACCORDANCE WITH THE FOREGOING WARRANTY, IS DTC'S SOLE LIABILITY AND BUYER'S SOLE REMEDY FOR SUCH LIABILITY, LOSS, DAMAGE, OR INJURY. THIS LIMITATION OF DTC'S LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR BASED ON A WARRANTY. ANY ACTION AGAINST DTC MUST BE BROUGHT WITHIN 12 MONTHS AFTER THE CAUSE OF ACTION ARISES. THE PARTIES EXPRESSLY AGREE THAT THE PRODUCTS ARE NOT CONSUMER GOODS.

TO THE EXTENT ANY LIMITATION OF LIABILITY CONTAINED HEREIN IS CONSTRUED BY A COURT OF COMPETENT JURISDICTION TO BE A LIMITATION OF LIABILITY IN VIOLATION OF STATE LAW, SUCH LIMITATION OF LIABILITY SHALL BE VOID, HOWEVER THE VALIDITY OF THE REMAINING PARTS, TERMS OR PROVISIONS SHALL NOT BE AFFECTED THEREBY, AND SAID ILLEGAL OR INVALID PART, TERM OR PROVISION SHALL BE DEEMED NOT TO BE A PART OF THIS LIMITATION OF LIABILITY.

STATEMENT OF CONFIDENTIALITY
THIS PROPOSAL IS THE WORK PRODUCT OF DTC AND AS A RESULT REMAINS THE PROPERTY OF DTC. THIS PROPOSAL HAS BEEN SUBMITTED FOR THE EXPRESS INTEREST OF OFFERING PRODUCTS AND SERVICES. THE PARTICULARS OF THIS PROPOSAL MUST REMAIN CONFIDENTIAL BETWEEN THE RECEIVING AGENCY AND DTC. THIS PROPOSAL MAY NOT BE OFFERED TO OTHERS WITHOUT THE EXPRESS WRITTEN CONSENT OF DTC.

INSTALLATION (IF APPLICABLE)
INSTALLATION PRICES ARE ESTIMATED BASED ON STANDARD REQUIREMENTS. UNLESS OTHERWISE NOTED, THESE INCLUDE BUT ARE NOT LIMITED TO: SITE SECURITY BEFORE AND DURING THE INSTALLATION; FREE ACCESS TO PERFORM THE INSTALLATION DURING BUSINESS HOURS WHILE SCHEDULED ON SITE; CUSTOMER FURNISHED INSTALLATION OR MATERIALS ARE READY PRIOR TO VISIONALITY INSTALLATION; AND RESOURCES ARE AVAILABLE QUICKLY WHILE ON SITE TO RESOLVE ISSUES. A FULL COPY OF OUR INSTALLATION REQUIREMENTS MAY BE REQUESTED. ADDITIONAL CHARGES MAY APPLY IF SOME CONDITIONS ARE NOT MET.

GENERALLY EQUIPMENT IS DELIVERED DURING INSTALLATION. IF INSTALLATION CANNOT BE SCHEDULED WITHIN 2 WEEKS OF RECEIPT OF THE EQUIPMENT BY DTC, DTC RESERVES THE RIGHT TO DELIVER AND BILL FOR THE EQUIPMENT. A SEPARATE DELIVERY CHARGE MAY APPLY.

TERMS AND CONDITIONS
DTC DOES NOT ACCEPT PRODUCT RETURNS UNLESS DEFECTIVE AND ONLY FOR REPLACEMENT.

NON-SOLICITATION.
CUSTOMER AGREES THAT FOR A PERIOD OF TWELVE (12) MONTHS IMMEDIATELY FOLLOWING THE EFFECTIVE DATE OF THIS AGREEMENT OR LAST DATE OF SERVICE ON THIS AGREEMENT, WHICHEVER COMES LATER, CUSTOMER SHALL NOT EITHER DIRECTLY OR INDIRECTLY SOLICIT, INDUCE, RECRUIT OR ENCOURAGE ANY OF DESIGN THAT COMPUTE'S EMPLOYEES TO LEAVE THEIR EMPLOYMENT, OR TAKE AWAY SUCH EMPLOYEES, OR ATTEMPT TO SOLICIT, INDUCE, RECRUIT, ENCOURAGE, TAKE AWAY OR HIRE EMPLOYEES OF THE DESIGNS THAT COMPUTE, EITHER FOR THE CUSTOMER OR ANY OTHER PERSON OR ENTITY. SHOULD THE CUSTOMER INFRINGE ON THIS, IT WILL BE SEEN AS A REFERRAL OF THE EMPLOYEE AND THE CLIENT AGREES TO PAY DESIGNS THAT COMPUTE A ONE-TIME REFERRAL FEE OF TWO HUNDRED (200) PERCENT OF THE CANDIDATES TOTAL ANNUAL STARTING COMPENSATION WITH A MINIMUM REFERRAL FEE OF FIFTY-THOUSAND DOLLARS ($50,000). SHOULD THE EMPLOYEE BE HIRED AS AN HOURLY THEIR ANNUAL COMPENSATION WILL BE CALCULATED AT TWO THOUSAND (2,000) TIMES THEIR HOURLY RATE. REFERRAL FEES WILL BE INVOICED IMMEDIATELY UPON HIRING OF AN EMPLOYEE BY THE CUSTOMER AND WILL BE DUE NET THIRTY (30).

PAYMENT TERMS
ORDERED ITEMS WILL BE DELIVERED AS SOON AS AVAILABLE. UNLESS OVERRIDDEN BY STATE LAW AND SUBJECT TO APPROVAL; 50% PAYMENT IS REQUIRED AT TIME OF ORDER WITH BALANCE DUE WHEN EQUIPMENT RECEIVED; FULL PAYMENT MAY BE REQUIRED BEFORE PROCESSING; FAILURE TO PAY IN A TIMELY MANNER WILL CONSTITUTE CHARGES AT THE RATE OF 2% PER MONTH FROM DATE OF INVOICE SUBMITTAL. DTC HAS THE RIGHT COLLECT PARTIAL PAYMENT BASED ON PARTIAL DELIVERY. INVOICES ARE TO BE PAID WITHIN 30 DAYS OF SUBMITTAL.

Thank you

Richard Barnett

Designs That Compute is a Texas HUB
This Quote Valid for 30 days from date above
All Prices Subject to Shipping Charges and Sales Tax – Where Applicable

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a contract with Brizo Construction, LLC for projects listed on the attached bid tabulation for RFP 2020-P05 Builder Services related to the CDBG-DR Housing Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 11, 2020	

LINE ITEM NUMBER

153-762-99-126]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

RFP 2020-P05 Builder Services was awarded on 2.28.2020 to RM Quality Construction LLC, James W. Turner Construction, Ltd., and Brizo Construction LLC. Each business was asked to provide quotes for each new construction, rehab and reconstruction property. Brizo Construction LLC was the only contractor who submitted a bid. RM Quality Construction LLC and James W. Turner Construction, Ltd. have declined the projects, so all projects will be awarded to Brizo Construction LLC.

Contract will be broughT to court on Tuesday for signature.

Attachment: Bid Tabulation for Rehabs, Reconstruction and New Builds
Email from James W. Turner Construction LLC.
Email from RM Quality Construction LLC

Hays County HAP- Rehabilitation

July 27th, 2020 at 3:00 PM

Contractor	601 Valley View West San Marcos, TX 78666	5 De Luna Lane Wimberley, TX 78676		
Brizo Construction LLC.	$47,322.74	$20,741.46		

Hays County HAP- Reconstruction

Contractor	Base Bid	Site Prep/Flat Work/Other	Elevation	Demo & Disposal	Accessibility	Septic	Code Requirement	Hazard Mitigation & Resiliency	Total	Timeline	Bedrooms/ Bathrooms	Sqft.
Brizo Construction LLC.												
112 Bogie Dr. San Marcos, TX 78666	$179,250	$1,300	$49,700	$18,520	$24,602.25	$15,500	$28,710	$1,360	**$318,942.25**	4-6 Months	2 Bedroom/ 2 Bathroom	1,400

Hays County HAP- Buyouts (Demolition, Disposal, Site Prep, Cap water lines & Decommission Existing Septic (pump, crush & Fill))

Contractor	127 Sunrise Dr. Kyle, TX 78640	112 Bogie Dr. San Marcos, TX 78666		
Brizo Construction LLC.	$30,106	$29,920		

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 order a General Election to be held on November 3, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 11, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

An election is hereby ordered to be held on November 3, 2020, in Hays County, Texas for the purpose of electing the following county and precinct officers as required by Article XVI, Section 65 of the Texas Constitution:

County Court at Law #3
County Sheriff
County Tax Assessor-Collector
Commissioner Pct 1
Commissioner Pct 3
Justice of the Peace Pct 1, Pl 1
Constable Pct 1
Constable Pct 2
Constable Pct 3
Constable Pct 4
Constable Pct 5

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 Election Day Vote Center locations for the November 3, 2020 General Election.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 11, 2020	0

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Please see attached back-up for a list of proposed Election Day Vote Center locations. These locations are recommended by the Party Chairs, and approved by the Hays County CEAC (Citizens Election Advisory Committee).

Vote Center Locations for Early Voting and Election Day
2020 November General Election

Early Voting: October 13th, 2020 — October 30th, 2020

Tuesday, October 13th — Friday, October 16th	10 AM — 7 PM
Saturday, October 17th	7 AM — 7 PM
Sunday, October 18th	1 PM — 6 PM
Monday, October 19th — Friday, October 23rd	10 AM — 7 PM
Saturday, October 24th	7 AM — 7 PM
Sunday, October 25th	1 PM — 6 PM
Monday, October 26th — Friday, October 30th	7 AM — 7 PM

Election Day: November 3rd, 2020

Tuesday, November 3rd	7 AM — 7 PM

Jennifer Anderson, Elections Administrator: (512) 393-7310

Early Voting	Election Day	San Marcos	
	✓	**Calvary Baptist Church (1)**	1906 North Interstate 35 Frontage Road
	✓	**Centro Cultural Hispano (1)**	211 Lee Street
	✓	**Dunbar Center (1)**	801 Martin Luther King Drive
	✓	**First Baptist Church San Marcos (3)**	325 West McCarty Lane
✓	✓	**Hays County Government Center (1)**	712 South Stagecoach Trail, Northwest Conference Rooms
✓	✓	**Hays County Transportation — Yarrington Building (1)**	2171 Yarrington Road
✓	✓	**Live Oak Health (1)** (formerly County Health Department)	401 Broadway Street #C
	✓	**Promiseland Church(4)**	1650 Lime Kiln Road
	✓	**San Marcos Activity Center (4)**	501 East Hopkins Street
	✓	**San Marcos Fire Station #5 (4)**	100 Carlson Circle
	✓	**San Marcos Housing Authority/ CM Allen Homes (1)**	820 Sturgeon Drive, San Marcos
	✓	**Sinai Pentecostal Church (1)**	208 Laredo Street
	✓	**South Hays Fire Station #12 (3)**	8301 Ranch Road 12
	✓	**Stone Brook Seniors Community (3)**	300 South Stagecoach Trail
✓	✓	**Texas State University Performing Arts Center (4)**	405 North Edward Gary Street

		Buda	
✓	✓	**Buda City Hall (2)**	405 East Loop Street, Building 100
	✓	**Buda Elementary Upper Campus (2)**	300 San Marcos Street
	✓	**Hays Hills Baptist Church (2)**	1401 North FM 1626
✓	✓	**Live Oak Academy High School (2)**	4820 Jack C. Hays Trail
	✓	**McCormick Middle School (2)**	5700 Dacy Lane
	✓	**Southern Hills Church of Christ (2)**	3740 FM 967
		Kyle and Uhland	
	✓	**Chapa Middle School (1)**	3311 Dacy Lane
✓	✓	**HCISD Admin — Arnold Transportation Building (1)** (formerly the bus barn)	21003 Interstate 35 Frontage Road
	✓	**Hays County Precinct 2 Office (2)**	5458 FM 2770
✓	✓	**Kyle City Hall (2)**	100 West Center Street
	✓	**Tobias Elementary School (1)**	1005 FM 150
	✓	**Uhland Elementary School (2)**	2331 High Road (Uhland)
	✓	**Wallace Middle School (4)**	1500 West Center Street
		Dripping Springs and Austin	
	✓	**Belterra Centre (4)**	151 [688] Trinity Hills Drive (Austin)
✓	✓	**Dripping Springs Ranch Park (4)**	1042 Event Center Drive (Dripping Springs)
✓	✓	**Hays County Precinct 4 Office (4)**	195 Roger Hanks Parkway (Dripping Springs)
	✓	**North Hays County Fire/Rescue (4) Station #2 — Driftwood Battalion**	15850 FM 1826 (Austin)
		Wimberley	
	✓	**Cypress Creek Church (3)**	211 Stillwater Road
✓	✓	**Scudder Primary School (3)**	400 Green Acres Drive
	✓	**VFW Post #6441 (3)**	401 Jacobs Well Road
✓	✓	**Wimberley Community Center (3)**	14068 Ranch Road 12

Balance: ED Pct 1 – 11 EV Pct 1 – 4
Pct 2 – 9 Pct 2 - 3
Pct 3 – 7 Pct 3 - 2
Pct 4 – 9 Pct 4 - 3

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 Early Voting locations and schedule for the November 3, 2020 General Election.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 11, 2020	0

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Please see attached back-up for a list of proposed Early Voting locations, dates and times. These locations are recommended by the Party Chairs, and approved by the Hays County CEAC (Citizens Election Advisory Committee).

Vote Center Locations for Early Voting and Election Day
2020 November General Election

Early Voting: October 13th, 2020 — October 30th, 2020

Tuesday, October 13th — Friday, October 16th	10 AM — 7 PM
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Jennifer Anderson, Elections Administrator: (512) 393-7310

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✓	✓	**Live Oak Health (1)** (formerly County Health Department)	401 Broadway Street #C
	✓	**Promiseland Church(4)**	1650 Lime Kiln Road
	✓	**San Marcos Activity Center (4)**	501 East Hopkins Street
	✓	**San Marcos Fire Station #5 (4)**	100 Carlson Circle
	✓	**San Marcos Housing Authority/ CM Allen Homes (1)**	820 Sturgeon Drive, San Marcos
	✓	**Sinai Pentecostal Church (1)**	208 Laredo Street
	✓	**South Hays Fire Station #12 (3)**	8301 Ranch Road 12
	✓	**Stone Brook Seniors Community (3)**	300 South Stagecoach Trail
✓	✓	**Texas State University Performing Arts Center (4)**	405 North Edward Gary Street

		Buda	
✓	✓	**Buda City Hall (2)**	405 East Loop Street, Building 100
	✓	**Buda Elementary Upper Campus (2)**	300 San Marcos Street
	✓	**Hays Hills Baptist Church (2)**	1401 North FM 1626
✓	✓	**Live Oak Academy High School (2)**	4820 Jack C. Hays Trail
	✓	**McCormick Middle School (2)**	5700 Dacy Lane
	✓	**Southern Hills Church of Christ (2)**	3740 FM 967
		Kyle and Uhland	
	✓	**Chapa Middle School (1)**	3311 Dacy Lane
✓	✓	**HCISD Admin — Arnold Transportation Building (1)** (formerly the bus barn)	21003 Interstate 35 Frontage Road
	✓	**Hays County Precinct 2 Office (2)**	5458 FM 2770
✓	✓	**Kyle City Hall (2)**	100 West Center Street
	✓	**Tobias Elementary School (1)**	1005 FM 150
	✓	**Uhland Elementary School (2)**	2331 High Road (Uhland)
	✓	**Wallace Middle School (4)**	1500 West Center Street
		Dripping Springs and Austin	
	✓	**Belterra Centre (4)**	151 [688] Trinity Hills Drive (Austin)
✓	✓	**Dripping Springs Ranch Park (4)**	1042 Event Center Drive (Dripping Springs)
✓	✓	**Hays County Precinct 4 Office (4)**	195 Roger Hanks Parkway (Dripping Springs)
	✓	**North Hays County Fire/Rescue (4) Station #2 — Driftwood Battalion**	15850 FM 1826 (Austin)
		Wimberley	
	✓	**Cypress Creek Church (3)**	211 Stillwater Road
✓	✓	**Scudder Primary School (3)**	400 Green Acres Drive
	✓	**VFW Post #6441 (3)**	401 Jacobs Well Road
✓	✓	**Wimberley Community Center (3)**	14068 Ranch Road 12

Balance:

ED	EV
Pct 1 – 11	Pct 1 – 4
Pct 2 – 9	Pct 2 - 3
Pct 3 – 7	Pct 3 - 2
Pct 4 – 9	Pct 4 - 3

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 related to the Hays County Parks and Open Space Advisory Commission (POSAC) recommendations and receipt of the Public Outreach Report from Karen Ford, Consultant for the Commission.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 11, 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

On or about July 28, 2020, the Hays County Parks and Open Space Advisory Commission made a presentation to the Court of prospective parks projects within Hays County.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve an Order by the Commissioners Court of Hays County, Texas calling a Bond Election to be held on November 3, 2020 in Hays County, Texas; designating voter polling places; providing for early voting and election day voting; making provision for the conduct of the election, making provision for the conduct of a joint election with various political subdivisions; resolving other matters incident and related to such election.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 11, 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

Additional information will be provided in Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

10:00 a.m. - Budget Workshop regarding the FY 2021 Hays County Budget. Possible action may follow.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
WORKSHOP	August 11, 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
	BECERRA	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

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange or value of Right of Way along Dacy Lane in Pct 1. Possible action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	August 11, 2020	

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 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.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	August 11, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Information will 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 551.072 of the Texas Government Code: consultation with counsel regarding the Parks and Open Space Advisory Commission proposals and the prospective Park and Open Space Program; and deliberation regarding the purchase, exchange, lease or value of real property regarding Parks and Open Space within Hays County. Possible action may follow in Open Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	August 11, 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

Information will 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 and deliberation regarding all individual positions in the Hays County Human Resources Department. Possible discussion and/or action may follow in open Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	August 11, 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
Miller	JONES	N/A

SUMMARY

Summary to be provided in Executive Session.