

Commissioners Court April 28, 2020  
NOTICE OF A MEETING OF THE  
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS  
[publiccomments@co.hays.tx.us](mailto:publiccomments@co.hays.tx.us)



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 **28<sup>th</sup> day of April 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, or email: [publiccomments@co.hays.tx.us](mailto:publiccomments@co.hays.tx.us) . Please Complete the Public Participation/ Witness Form in its Entirety.

NO ACTION MAY BE TAKEN BY THE COURT DURING PUBLIC COMMENTS.

**PRESENTATIONS & PROCLAMATIONS**

1	4	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow. <b>BECERRA</b>
2	5	Introduction of the new Communications Manager, Kim Hilsenbeck, to the Commissioners Court. <b>BECERRA</b>
3	6-17	Presentation by the Hays County Elections Administrator, providing an update on 2020 elections. <b>INGALSBE/ANDERSON</b>

**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	18	Approve payments of County invoices. <b>VILLARREAL-ALONZO</b>
5	19	Approve the payment of United Healthcare claims. <b>VILLARREAL-ALONZO</b>
6	20-27	Approve Commissioners Court Minutes of April 21, 2020. <b>BECERRA/CARDENAS</b>
7	28	Approve the payment of the April 30, 2020 payroll disbursements in an amount not to exceed \$3,900,000.00 effective April 30, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. <b>BECERRA/RICHEY</b>
8	29-33	Ratify the donation of three (3) 55-gallon drums and 16 boxes of Ethyl Alcohol Solution hand sanitizer valued at \$3,824.42 from Fifth Generation, Inc. and amend the budget accordingly. <b>SMITH/CRUMLEY</b>
9	34-39	Authorize an Amendment Request for the Hays County Veterans Treatment Court grant and amend the budget accordingly. <b>INGALSBE/JOHNSON</b>
10	40-41	Authorize the County Judge to execute Change Order No. 3 for a time extension between Hays County and WSB & Associates, Inc. for the Professional Services Agreement for the US290 Intersection safety improvements project. <b>SMITH/BORCHERDING</b>
11	42-48	Approve the appointment of Ross Britt to the board of Emergency Services District #3 for a term ending December 31, 2020 to fill the vacancy created by the resignation of Alex Garcia. <b>INGALSBE/SHELL</b>
12	49-81	Approve specifications for IFB 2020-B10 Metal Beam Guard Fence (MBGF) Materials and authorize Purchasing to solicit for bids and advertise. <b>BECERRA/BORCHERDING</b>
13	82-114	Approve specifications for IFB 2020-B11 Culverts and authorize Purchasing to solicit for bids and advertise. <b>BECERRA/BORCHERDING</b>
14	115-119	Authorize the Parks Department to pave a portion of the Winters Mill Trail parking area in the amount of \$11,215.00 and amend the budget accordingly. <b>SHELL/T.CRUMLEY</b>
15	120-131	Authorize the execution of an amended contract with the Department of State Health Services (DSHS) for the Infectious Disease Surveillance and Epidemiology Activities (IDCU/SUREB) grant. <b>INGALSBE/T.CRUMLEY</b>

16	132-137	Authorize the execution of an Equipment Calibration & Maintenance Agreement with FarrWest Environmental Supply, Inc. related to the maintenance of HazMat Monitoring Equipment funded through the Office of the Governor, Homeland Security grants program. <b>BECERRA/REYES</b>
17	138-143	Authorize a waiver to the purchasing policy for the Sheriff's Office to utilize CPI/Guardian for a Property and Evidence Packaging System for the New Jail Addition and amend the budget accordingly. <b>INGALSBE/CUTLER</b>

## ACTION ITEMS

### ROADS

18	144-188	Discussion and possible action to authorize the County Judge to execute a Professional Service Agreement (PSA) between Hays County and LNV, L.L.C. to provide professional engineering and other design support services related to a Wimberley Valley Multi-Modal and Trail Extension as part of the 2016 Road Bond Program. <b>SHELL/BORCHERDING</b>
19	189	Discussion and possible action to select WSB Engineering to perform engineering design services for turn lane improvements to FM 2770 near the Flint Hills Distribution terminal and authorize staff and counsel to negotiate a contract. <b>JONES/BORCHERDING</b>

### MISCELLANEOUS

20	190	Discussion and possible action to amend the CPL contract to include all COVID-19 testing that is federally supported. <b>BECERRA/VILLALOBOS</b>
21	191	Discussion and possible action to authorize a salary exception at the 25th percentile for the Medical Assistant, slot 1130-001 at the Hays County Local Health Department for the TB Program. <b>INGALSBE/T.CRUMLEY</b>
22	192-208	Discussion and possible action to execute renewal Test & Inspection Agreements with MCS Fire & Security for the Sheriff's Office related to Fire Alarm Service & Inspections at the Jail Facility and Fleet Maintenance Building. <b>INGALSBE/CUTLER</b>
23	209	Discussion and possible action to authorize \$4,000.00 in Capital Improvements to the Justice of the Peace, Pct. 1-2 Office and amend the budget accordingly. <b>INGALSBE/SHELL/MORENO</b>
24	210-215	Discussion and possible action to approve the Assessment and Collection Agreement with Anthem Municipal Utility District. <b>BECERRA/JONES/O'KANE</b>
25	216-218	Discussion and possible action to adopt a Resolution in Support of Financial Relief for Hays County Taxpayers. <b>BECERRA</b>
26	219	Discussion and possible action to initiate a public process to review and update the Hays County Transportation Plan and to make recommendations to the CAMPO Transportation Policy Board on the public process and substance of the CAMPO Transportation 2045 draft plan. <b>BECERRA</b>
27	220	Discussion and possible action to consider a policy for the consideration of Utility Permit applications for crossing or boring under county roads, pursuant to the Court's action on April 21, 2020, as recommended by staff. <b>SHELL</b>

### 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.

28	221	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. <b>BECERRA</b>
29	222	Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Indigo. Possible discussion and/or action may follow in open court. <b>BECERRA</b>
30	223	Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible discussion and/or action may follow in open court. <b>BECERRA</b>
31	224	Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Recoil. Possible discussion and/or action may follow in open Court. <b>SHELL</b>
32	225	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 Countywide Operations. Possible discussion and/or action may follow in open Court. <b>SMITH</b>

### 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.

33	Discussion and possible action related to the burn ban and/or disaster declaration. <b>BECERRA/RAVEN</b>
34	Discussion related to the Hays County inmate population, to include current population counts and costs. <b>BECERRA</b>
35	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. <b>INGALSBE/CUTLER</b>
36	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies, Pat Womack, HNTB and Allen Crozier, HDR. Possible action may follow. <b>BECERRA</b>
37	Discussion of issues related to Electro Purification including updates on the filed application. Possible action may follow. <b>SHELL</b>

### ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 24<sup>th</sup> day of April, 2020

**COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

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**CLERK OF THE COURT**

Hays County encourages compliance with the Americans with Disabilities Act (ADA) in the conduct of all public meetings. To that end, persons with disabilities who plan to attend this meeting and who may need auxiliary aids such as an interpreter for a person who is hearing impaired are requested to contact the Hays County Judge's Office at (512) 393-2205 as soon as the meeting is posted (72 hours before the meeting) or as soon as practical so that appropriate arrangements can be made. While it would be helpful to receive as much advance notice as possible, Hays County will make every reasonable effort to accommodate any valid request regardless of when it is received. Braille is not available.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

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

#### ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

#### MEETING DATE

April 28, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

BECERRA

N/A

#### SUMMARY

Information will be presented during Court.

## AGENDA ITEM REQUEST FORM

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Introduction of the new Communications Manager, Kim Hilsenbeck, to the Commissioners Court.

#### ITEM TYPE

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#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Shari Miller

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

## AGENDA ITEM REQUEST FORM

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#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Jennifer Anderson

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

The COVID-19 Pandemic has had an impact on elections in Hays County as well as all Texas counties. The impact is not fully known at this point with so many uncertainties as to how long the virus will last, and if we will see a emergence of the virus again in the Fall. In response, I would like to update the Court on extra measures our office is taking to ensure the health and safety of poll workers, employees and voters.



# Voter Statistics

HAYS COUNTY, TX ELECTIONS OFFICE

ALL DATA CURRENT AS OF **22 APRIL 2020**



## Registered Voter Numbers

- ▶ Overall Registered Voters:
  - ▶ **143,586**, including...
    - ▶ Active: **119,965**
    - ▶ In Suspense: **23,621**
- ▶ Voters in either category who are over 65:
  - ▶ **26,345**



# Current Absentee Voter Applicants

- ▶ Ballot-by-mail applicants who indicated an age of 65 or older:
  - ▶ **3,931**
  - ▶ Percentage of overall registered voters: **2.74%**
- ▶ Ballot-by-mail applicants who indicated a disability:
  - ▶ **61**
  - ▶ Percentage of overall registered voters: **0.0425%**

# Voter Participation Turnout

- ▶ Overall turnout for the last Presidential election (November 2016):
  - ▶ **73,589**
  - ▶ Percentage of 2016 overall registered voters: **63.17%**
- ▶ Projected turnout for November 2020 at different percentages:

▶ 50%: <b>71,793</b>	55%: <b>78,972</b>
▶ 60%: <b>86,152</b>	65%: <b>93,331</b>
▶ 70%: <b>100,510</b>	75%: <b>107,690</b>

# Absentee Mail Ballots

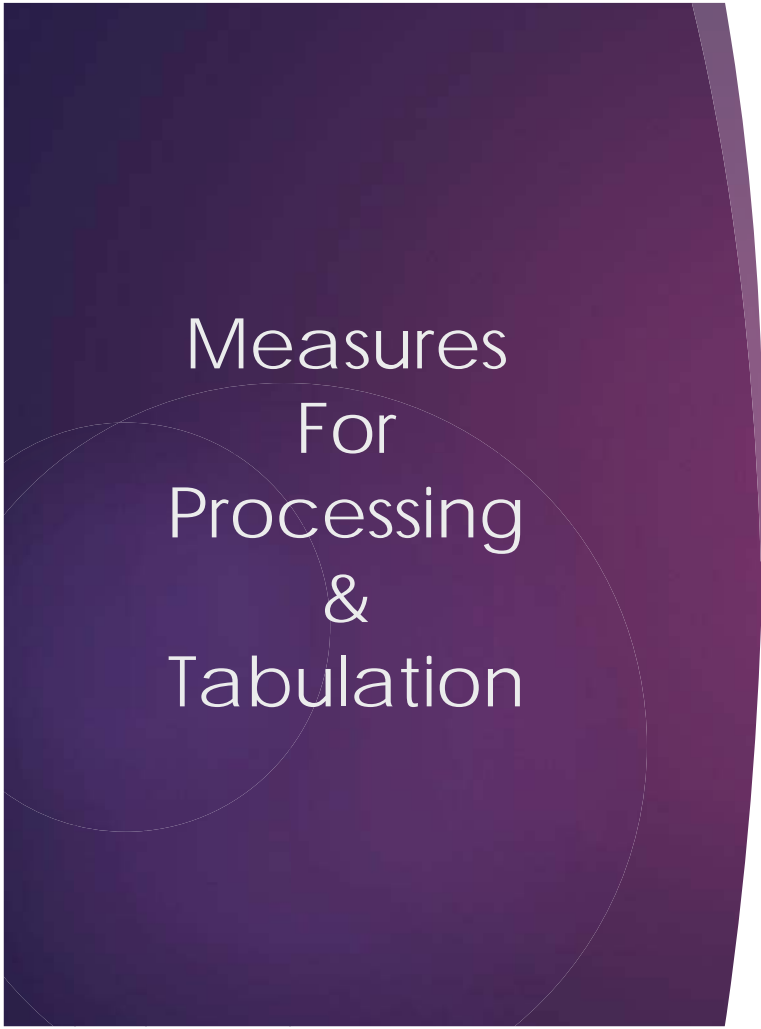
Year	Election	Total Sent	Total Returned
2016	Primary	2,396	2,011
	General	6,029	4,658
	<b>Overall</b>	<b><u>8,425</u></b>	<b><u>(79%) 6,669</u></b>
2018	Primary	3,029	2,474
	General	7,065	6,355
	<b>Overall</b>	<b><u>10,094</u></b>	<b><u>(87.5%) 8,829</u></b>
	% Increase from Previous Even-Year Election	<b><u>19.8%</u></b>	<b><u>32.4%</u></b>
2020	Primary	4,079	3,464
	General (projected)	10,000	8,500
	<b>Overall (projected)</b>	<b><u>14,079</u></b>	<b><u>(85%) 11,964</u></b>
	% Increase from Previous Even-Year Election	<b><u>39.5%</u></b>	<b><u>35.5%</u></b>

# Absentee Mail Ballot Statistics


- ▶ 2018 was the busiest mail ballot year at 10,094 ballots produced and mailed.
- ▶ Projected overall 2020 benchmarks:
  - ▶ 10,000 sent in November, 14,079 overall – a 39.5% increase
  - ▶ 20,000 sent in November, 24,079 overall – a 138.5% increase
  - ▶ 30,000 sent in November, 34,079 overall – a 237.6% increase
  - ▶ 50,000 sent in November, 54,079 overall – a 435.8% increase

# Health and Safety Measures for Poll Workers & Voters

- ▶ Periodic handwashing
- ▶ Hand sanitizer
- ▶ Alcohol wipes for equipment
- ▶ Clorox wipes
- ▶ Barrier Guards
- ▶ Gloves
- ▶ Mask
- ▶ Qtips that voters can take with them
- ▶ A log of Sanitizing Duties
- ▶ Online Training with added curriculum on the Health Safety Measures in the polling place
- ▶ Diagram for equipment placement and flow of traffic for every polling place
- ▶ Social Distancing markers
- ▶ Limitations on voters in the polling place at a time




## Measures For Processing & Tabulation

- 
- ▶ Masks
  - ▶ Gloves
  - ▶ Hand Sanitizers
  - ▶ 10 processing stations (computer stations) for ballot board members to check signatures
  - ▶ Asking Party Chairs and Court for help finding more EVBB members to serve for July and especially November.
  - ▶ Looking for an area with more room for ballot board members to process mail ballots.



# 2020 Election COVID-19 Challenges

- 
- ▶ Sanitary Polling Locations and securing the items we need to complete the task, such as, Alcohol wipes to wipe down the equipment, gloves, masks, hand sanitizer, plastic dividers, Clorox wipes, and extra staff to perform these duties and ensure that social distancing and group gathering limitation guidelines are followed.
  - ▶ Staffing the polling locations – Most of the nation's poll workers are retired citizens that fall in the high risk category under this pandemic.
  - ▶ Finding polling locations that are willing and open to host an election during this time when there are group gathering restrictions and social distancing guidelines.



## Current Situation

It's not a question of if, but rather, how many more ballot by mail requests our office will need to prepare for this year. With pending litigation that will likely not conclude with much preparation time before the election, we must prepare for two different elections:

- 1) High volume Ballot by Mail Election
- 2) In Person Voting



# How Can you help??

- A larger facility for elections with a work room and a warehouse for storage and intake/equipment deployment is becoming critical.
- Assistance with disaster funding to help with these extra items that weren't included in the budget.
- Help with alternative to securing poll workers and BBM processors (EVBB) persons.
  - **Possibly offering County employees the ability to take off and work the polls.**
- 10 Processing Stations for EVBB and Signature Verification Committee to do their work.
- Hart Equipment – Upgrading to higher capacity Scanner and Ballot Printer
- Talking with school officials about having a waiver day on Tuesday, November 3<sup>rd</sup> to eliminate the risk to kids and voters for the spread of this virus, or any other infectious illnesses.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve payment of County invoices.

#### ITEM TYPE

CONSENT

#### MEETING DATE

April 28, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

#### REQUESTED BY

Auditor's Office

#### SPONSOR

VILLARREAL-  
ALONZO

#### CO-SPONSOR

N/A

#### SUMMARY

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve the payment of United Healthcare claims.

#### ITEM TYPE

CONSENT

#### MEETING DATE

April 28, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

#### REQUESTED BY

Auditor's Office

#### SPONSOR

VILLARREAL-  
ALONZO

#### CO-SPONSOR

N/A

#### SUMMARY

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve Commissioners Court Minutes of April 21, 2020.

#### ITEM TYPE

CONSENT

#### MEETING DATE

April 28, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

CARDENAS

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY



APRIL 21, 2020

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 21<sup>st</sup> DAY OF APRIL A.D., 2020, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA  
DEBBIE GONZALES INGALSBE  
MARK JONES  
LON A. SHELL  
WALT SMITH  
VALERIE VALDEZ

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

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

**WITH VALERIE VALDEZ, DEPUTY CLERK, BEING PRESENT THROUGH VIDEO CONFERENCE THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:**

Reverend Javier Maldonado, 7<sup>th</sup> 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, gave public comments, on the tragic loss of Officer Justin Putnam. He quoted scripture and stated Officer Putnam is now with the creator. Rodrigo Amaya, Hays County resident, gave a public comment, sending his condolences for Officer Putnam's family and sending well wishes to the injured officers. He went on to thank Reverend Javier Maldonado for his regular attendance to Commissioners Court. He also made comments on the court decorum and stated it is not being followed. He thanked the Commissioners for their leadership during this pandemic.

#### **UPDATE FROM THE COUNTY JUDGE AND STAFF REGARDING THE LOCAL DISASTER DECLARATION AND COVID-19.**

Tammy Crumley, County Wide Operations spoke to the court about the information gathered from the medical community regarding requirements for testing, which locations are conducting tests, and which locations are open to the public or patients only. She stated that due to the limited amount of test kits, parameters must be set on people who are given the test. Discussion was had between the Commissioners and Judge about the groups they would like to see get testing as well as more test locations. Eric Schneider, Med, Epidemiologist, gave an update on the numbers for current, active, cleared, pending, and negative test for Hays County. Eric Schneider stated that the Health Department is using contact tracing for patients that test positive. Discussion was had about opening a clinic at the Health Department at Live Oak to help the uninsured, underinsured, and indigent population. Alex Villalobos, Emergency Management Coordinator, stated that there is not enough data on the population to help make policy decisions to open businesses safely. He noted that only 1% of the county has been tested. He spoke about collaborating with neighboring counties and cities to come up with a plan. Judge Becerra spoke on obtaining more personal protective equipment and testing resources. He also stated that he would be looking into possible tax relief for citizens. He read a part of a Letter from Jason Giulietti, Greater San Marcos Partnership, and his team explaining the differences between molecular and serology testing. Clay Huckaby, Fire Chief of Buda Fire/EMS Hays County ESD #2 and ESD #8, spoke to the court about the frustration by the Fire and EMS regarding a split Emergency Operation Center (EOC) between the City of San Marcos and Hays County, as the first line responders had not been included in the conversation to make that change. He noted in the past all Emergency Services Districts were under one Emergency Operation Center. He stated that the change was explained thorough phone calls made after the fact that the split was a financial and auditing piece, and did not affect their response to Covid-19 calls. Judge Becerra stated the change was an administrative change made by him and moving forward in his communications that he would contact the Fire and EMS to be included in conversations for policies regarding this emergency. Discussion was had about the process used to obtain resources and the reason the change was made. Judge Becerra wanted to clarify that there was not a split in the EOC. Marisol Villarreal-Alonzo, Auditor, stated that her office was not informed of a split. Alex Villalobos, Emergency Management Coordinator, spoke to the court to explain the change was for procurement and logistics. Raul Reyes, Emergency Services Director, spoke to the court; he stated that an assistant was hired to help Alex Villalobos in order to streamline the request for Covid-19 inventory. He explained the process to the court. **No action was taken.**

**Clerk's Note:** Judge Becerra called for a break that began at 10:49 a.m. and resumed back into open court at 10:54 a.m.



APRIL 21, 2020

**35079      ADOPT A PROCLAMATION DECLARING APRIL 25TH - MAY 2ND, 2020 AS NATIONAL INFANT IMMUNIZATION WEEK IN HAYS COUNTY.**

Eric Schneider, Med, Epidemiologist, spoke on this item to promote immunizations for the youth of the community. He wants the Public to know that diseases like the mumps and measles have been on the rise due to lack of immunizations. He stated that if any parents have concerns about the effects of immunizations for their children that they should contact the Health Department or a Healthcare professional. He strongly urged people to do their own research and be mindful of the resources on social media as they can be misleading. The Commissioners and Judge Becerra took time to recognize the staff of the Health department and thanked them for their diligent work. **A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to adopt a proclamation declaring April 25th - May 2nd, 2020 as National Infant Immunization Week in Hays County. All present voted "Aye." MOTION PASSED.**

**35080      ADOPT A PROCLAMATION DECLARING APRIL 26TH - MAY 3RD, 2020 AS SOIL & WATER STEWARDSHIP WEEK IN HAYS COUNTY.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to adopt a proclamation declaring April 26th - May 3rd, 2020 as Soil & Water Stewardship Week in Hays County. All present voted "Aye." MOTION PASSED.

**UPDATE ON CENSUS ACTIVITY IN HAYS COUNTY BY CENSUS COORDINATOR JESSICA MEJIA.**

Anita Collins, Executive Assistant for Hays County Judge, spoke to the court on Jessica Mejia's behalf. She updated the court on the plans to reach out to the public through social media rather than the social gathering which were originally planned due to Covid-19. The Commissioners noted they would still like to meet or speak with Jessica Mejia about the Census plans. Commissioner Smith noted that the County may want to look into hiring a professional for this social media outreach. **No action was taken.**

**35081      APPROVE PAYMENTS OF COUNTY INVOICES.**

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

**35082      APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.**

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

**35083      APPROVE COMMISSIONERS COURT MINUTES OF APRIL 14, 2020.**

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

**35084      AUTHORIZE PAYMENT TO PROPAC, INC. FOR \$503.48 FOR PPE EYE PROTECTIVE WEAR RELATED TO COVID-19 RESPONSE IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER COUNTY PURCHASING POLICY.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize payment to ProPac, Inc. for \$503.48 for PPE eye protective wear related to COVID-19 response in which no purchase order was issued as required per County Purchasing Policy. All present voted "Aye." MOTION PASSED.

**35085      RATIFY THE DONATION OF 53 FACE GUARDS AND 152 FACE MASKS FROM SAND SOCKS, INC. VALUED AT \$3,072.95 FOR THE SHERIFF'S OFFICE AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to ratify the donation of 53 face guards and 152 face masks from Sand Socks, Inc. valued at \$3,072.95 for the Sheriff's Office and amend the budget accordingly. All present voted "Aye." MOTION PASSED.



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APRIL 21, 2020

- 35086      RATIFY THE SUBMISSION OF A GRANT APPLICATION TO THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR THE FY2020 COVID-19 CRISIS COAG GRANT AMENDING THE ORIGINAL APPLICATION TO ADD AN ADDITIONAL \$154,794.00.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to ratify the submission of a grant application to the Department of State Health Services (DSHS) for the FY2020 COVID-19 Crisis CoAg Grant amending the original application to add an additional \$154,794.00. All present voted "Aye." MOTION PASSED.

- 35087      AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR A SINGLE-FAMILY RESIDENCE AND THREE SHORT-TERM RENTAL CABINS LOCATED AT 501 JENNIFER LN, DRIFTWOOD, TX 78619.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize On-Site Sewage Facility Permit for a Single-Family Residence and three short-term rental cabins located at 501 Jennifer Ln, Driftwood, TX 78619. All present voted "Aye." MOTION PASSED.

- 35088      AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR 3 - LONG-TERM RENTAL SINGLE-FAMILY RESIDENCES LOCATED AT 120 HART LANE, DRIPPING SPRINGS, TEXAS 78620.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize On-Site Sewage Facility Permit for 3 - long-term rental Single-Family Residences located at 120 Hart Lane, Dripping Springs, Texas 78620. All present voted "Aye." MOTION PASSED.

- 35089      APPROVE UTILITY PERMITS.**

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

- 35090      AUTHORIZE THE SHERIFF'S OFFICE TO ACCEPT A DONATION OF \$1,000.00 FROM THE SAN MARCOS LIONS CLUB TO UTILIZE FOR SUPPLIES AND MATERIALS FOR THE DRONE PROGRAM AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the Sheriff's Office to accept a donation of \$1,000.00 from the San Marcos Lions Club to utilize for supplies and materials for the Drone Program and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 35091      APPROVE SPECIFICATIONS FOR RFP 2020-P10 BANK DEPOSITORY AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSALS AND ADVERTISE.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to approve specifications for RFP 2020-P10 Bank Depository and authorize Purchasing to solicit for proposals and advertise. All present voted "Aye." MOTION PASSED.

- 35092      APPROVE EXTENSION OF RFP 2016-P06 BANK DEPOSITORY WITH SAGE CAPITAL BANK, N.A. FOR A PERIOD NOT TO EXCEED 123 DAYS (AUGUST 31, 2020).**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to approve extension of RFP 2016-P06 Bank Depository with Sage Capital Bank, N.A. for a period not to exceed 123 days (August 31, 2020). All present voted "Aye." MOTION PASSED.



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APRIL 21, 2020

- 35093      AUTHORIZE THE SUBMISSION OF AN EXTENSION REQUEST TO THE GENERAL LAND OFFICE (GLO) FOR THE COTTON GIN ROAD PROJECT CONTRACT NO.18-501-000-B226 COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM INFRASTRUCTURE PROJECT NON-RESEARCH & DEVELOPMENT 2015 FLOOD ALLOCATION.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the submission of an extension request to the General Land Office (GLO) for the Cotton Gin Road Project Contract No.18-501-000-B226 Community Development Block Grant Disaster Recovery Program Infrastructure Project Non-Research & Development 2015 Flood Allocation. All present voted "Aye." MOTION PASSED.

- 35094      APPROVE THE UPDATES TO THE TEXAS PROPERTY ASSESSED CLEAN ENERGY (PACE) AUTHORITY PROJECT DOCUMENTS APPROVED BY THE HAYS COUNTY COMMISSIONERS COURT ON OR ABOUT JANUARY 17, 2017.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to approve the updates to the Texas Property Assessed Clean Energy (PACE) Authority project documents approved by the Hays County Commissioners Court on or about January 17, 2017. All present voted "Aye." MOTION PASSED.

- 35095      AUTHORIZE THE EXECUTION OF A \$3,335.00 SERVICE PROPOSAL WITH FIRETROL PROTECTION SYSTEMS FOR FIRE ALARM CONTROL PANEL REPAIRS AT THE JUVENILE DETENTION CENTER.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the execution of a \$3,335.00 Service Proposal with Firetrol Protection Systems for fire alarm control panel repairs at the Juvenile Detention Center. All present voted "Aye." MOTION PASSED.

- 35096      AMEND THE CONSTABLE PCT. 2 OPERATING BUDGET FOR \$3,915.00 ADDITIONAL COSTS ASSOCIATED WITH THE MOTORCYCLE UNIT APPROVED IN THE FY20 BUDGET PROCESS.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to Amend the Constable Pct. 2 operating budget for \$3,915.00 additional costs associated with the motorcycle unit approved in the FY20 budget process. All present voted "Aye." MOTION PASSED.

- 35097      AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROPOSAL WITH CONFERENCE TECHNOLOGIES, INC. RELATED TO THE BACKEND PROCESSING AND DISPLAY WALL SYSTEM FOR THE NEW PUBLIC SAFETY BUILDING AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Proposal with Conference Technologies, Inc. related to the Backend Processing and Display Wall System for the new Public Safety Building and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 35098      AUTHORIZE THE PURCHASE OF A REPLACEMENT BLODGETT CONVECTION OVEN VALUED AT \$3,906.47 FOR THE JUVENILE DETENTION CENTER AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the purchase of a replacement Blodgett Convection Oven valued at \$3,906.47 for the Juvenile Detention Center and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 35099      AUTHORIZE THE TRANSPORTATION DEPARTMENT TO PURCHASE ONE NEW LAPTOP COMPUTER FOR THE ENGINEERING TECHNICIAN, SLOT 1031-001 AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the Transportation Department to purchase one new laptop computer for the Engineering Technician, slot 1031-001 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.





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APRIL 21, 2020

- 35100 REQUEST THAT THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) INITIATE THE PROCESS TO REMOVE A PORTION OF FM 2770 (ROBERT S. LIGHT TO 0.10 MILE NORTH OF THE INTERSECTION WITH ROBERT S. LIGHT) FROM THE STATE HIGHWAY SYSTEM AND CONVEY TO HAYS COUNTY FOR FUTURE OWNERSHIP OF THE RIGHT-OF-WAY AND MAINTENANCE.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to request that the Texas Department of Transportation (TxDOT) initiate the process to remove a portion of FM 2770 (Robert S. Light to 0.10 mile north of the intersection with Robert S. Light) from the State Highway System and convey to Hays County for future ownership of the right-of-way and maintenance. All present voted "Aye." MOTION PASSED.

- 35101 AWARD CONTRACT FOR IFB 2020-B05 US 290 @ TRAUTWEIN ROAD - TEMPORARY SIGNAL TO AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, INC.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to award contract for IFB 2020-B05 US 290 @ Trautwein Road - Temporary Signal to Austin Traffic Signal Construction Company, Inc. All present voted "Aye." MOTION PASSED.

- 35102 AUTHORIZE AN AMENDMENT TO THE LABORATORY TESTING CONTRACT BETWEEN THE HAYS COUNTY LOCAL HEALTH DEPARTMENT AND CLINICAL PATHOLOGY LABORATORIES (CPL) EFFECTIVE MARCH 13, 2020 TO INCLUDE THE TESTING OF COVID-19.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize an amendment to the laboratory testing contract between the Hays County Local Health Department and Clinical Pathology Laboratories (CPL) effective March 13, 2020 to include the testing of COVID-19. All present voted "Aye." MOTION PASSED.

- 35103 EXECUTE A CONTRACT WITH PREMIER ER & URGENT CARE RELATED TO COVID-19 TESTING EFFECTIVE MARCH 13, 2020.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to execute a contract with Premier ER & Urgent Care related to COVID-19 Testing effective March 13, 2020. All present voted "Aye." MOTION PASSED.

- 35104 EXECUTE A CONTRACT WITH LIVE OAK HEALTH PARTNERS COMMUNITY CLINIC RELATED TO COVID-19 TESTING.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to execute a contract with Live Oak Health Partners Community Clinic related to COVID-19 Testing. All present voted "Aye." MOTION PASSED.

- 35105 AUTHORIZE THE EXECUTION OF A GRANT CONTRACT AMENDMENT WITH UNITED WAY FOR GREATER AUSTIN (UNITED WAY ATX) IN AMOUNT OF \$7,500.00 FOR SUPPORT OF 2020 CENSUS OUTREACH WORK AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to authorize the execution of a grant contract amendment with United Way for Greater Austin (United Way ATX) in amount of \$7,500.00 for support of 2020 Census outreach work and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 35106 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A SOFTWARE LICENSE CONVERSION REQUEST FORM FOR NETMOTION IN ORDER TO ADD 33 LICENSES AND TRANSITION TO A SUBSCRIPTION LICENSE MODEL.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Software License Conversion Request Form for NetMotion in order to add 33 licenses and transition to a Subscription License model. All present voted "Aye." MOTION PASSED.



APRIL 21, 2020

**35107 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN HAYS COUNTY AND SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 4, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, RELATED TO ROAD CONSTRUCTION AND MAINTENANCE WITHIN THE SUNFIELD DEVELOPMENT.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the County Judge to execute an Interlocal Agreement between Hays County and Sunfield Municipal Utility District No. 4, a political subdivision of the State of Texas, related to road construction and maintenance within the Sunfield Development. All present voted "Aye." MOTION PASSED.

**Clerk's Note:** Executive Session began at 11:08 a.m. and resumed back into open court at 1:50 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 HUMAN RESOURCES DEPARTMENT. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.**

No action was taken.

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

No action was taken.

**35108 EXECUTIVE SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING PENDING AND/OR CONTEMPLATED LITIGATION INVOLVING HAYS COUNTY. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT.**

Commissioner Shell spoke about Kinder Morgan and a mishap using horizontal drilling under the Blanco River causing pollution to nearby ground water wells. Therefore it raises concern about permits that were issued for future drilling under county roadways. Commissioner Shell instructed that the Transportation department send a notice of this resolution to Kinder Morgan to pause the work that is currently taking place until a new policy is approved in court.

A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to rescind any and all permits issued by Hays County to Kinder Morgan related to road cuts across and/or drilling under roadway for the Permian Highway Pipeline, until such time that -

1. Kinder Morgan has complied with the Railroad Commission Notice of Violation and provided the plan for "moving forward....in a manner which will prevent further impact to groundwater and surface water"; and

2. Kinder Morgan has provided Hays County with a detailed geology report for each proposed County Road crossing specifically identifying whether the area is underlain by karst.

Additionally, I would like to instruct staff to develop a policy for approval by Court that, in the event that karst features or geology are present, Kinder Morgan should be made to perform ground penetrating radar (GPR) studies to identify voids, caves, crevices or other features that could pose the risk of loss of drilling fluid and identify neighboring groundwater wells, which shall be reviewed by Hays County prior to any permit activation.

The objective is to pause any trenching or horizontal drilling until the Court adopts the policy and provides further guidance.



APRIL 21, 2020

**35109 EXECUTIVE SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING THE HAYS COUNTY FIRE CODE. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT.**

The Court thanked Fire Marshall Raven for his work. A motion was made by Commissioner Smith seconded by Commissioner Shell to provide guidance on the enforcement of the Hays County Fire Code. Specifically, Fire Marshall and staff to apply the process utilized prior to the adoption of the Hays County Fire Code on December 17, 2019, if an applicant filed its first application materials prior to that date and claims to be "grandfathered" or "vested" or otherwise exempted under Chapter 245 of the Texas Government Code. Permit application materials that shall be considered include materials related to the following permits: Flood Plain permits, Development Services permits (including preliminary plans), Driveway permits, or OSSF permits. In order to qualify, projects seeking exemption must break grounds prior to May 1, 2021. All present voted "Aye." MOTION PASSED.

**Clerk's Note Agenda Item #36 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 \$56,432.00 for the week of April 12 - April 19, 2020. The number of male inmates was 139 and zero female inmates. **No action taken.**

**Clerk's Note Agenda Item #38 RE:** DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY JAIL, AND THE PLANNING OF PROJECTS PERTAINING TO THE PUBLIC SAFETY FACILITIES NEEDS WITHIN THE COUNTY. POSSIBLE ACTION MAY FOLLOW. - **WAS PULLED.**

**Clerk's Note Agenda Item #39 RE:** DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES, WADE BENTON, HNTB AND ALLEN CROZIER, HDR. POSSIBLE ACTION MAY FOLLOW. - **WAS PULLED.**

**Clerk's Note Agenda Item #40 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 2:30 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 April 21, 2020.



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



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve the payment of the April 30, 2020 payroll disbursements in an amount not to exceed \$3,900,000.00 effective April 30, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 28, 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 April end of month payroll disbursements not to exceed \$3,900,000.00.

## 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

Ratify the donation of three (3) 55-gallon drums and 16 boxes of Ethyl Alcohol Solution hand sanitizer valued at \$3,824.42 from Fifth Generation, Inc. and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 28, 2020	None

#### LINE ITEM NUMBER

001-656-99-131]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

Tito's Handmade Vodka generously donated hand sanitizer to Hays County for use throughout the County and First Responders. Donated value (\$995 per 55-gallon drum) was calculated based on a conservative estimate and/or quotes for similar products. The donation will be recorded as a donated resource for the COVID-19 response.

Attachment: Fifth Generation, Inc. Bill of Lading - total value \$3,824.42  
55-gallon drum value \$995 each > 3 drums = \$2,985.00  
2.4 gallon box value \$43.42 each > 11 boxes = \$477.62  
4 gallon box value \$72.36 each > 5 boxes = \$361.80

Budget Amendment:  
Increase Contributions .4610  
Increase PPE Supplies .5225

To: Hays County Emergency Management Commission

From: Fifth Generation, Inc.

12101 Moore Road

SO # Hand96

Austin, TX 78719

Batch 21224

HM	No of Units	Shipping Description	Total Quantity
X	2 Drums	UN1170, Ethyl Alcohol Solution, 3, PGII	55 gallons each
x	11 Boxes	UN1170, Ethyl Alcohol Solution, 3, PGII	2.4 gallon each
		(Fifth Generation, Inc Hand & Surface Cleanser)	
		<b>Sanitizer – Contains Ethyl Alcohol</b>	

**Emergency Contact (512)635-4850**

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Signed:



Date: 04/17/2020

Fifth Generation, Inc.

# Sales Order Fill/Bill of Lading

12101 Moore Rd.  
Austin, TX 78719

Invoice #	S.O. No.	S.O. Date
	Hand96	04/15/2020

Name / Address
<b>Love, Tito's</b> <b>Tito's Handmade Vodka</b> <b>12101 Moore Road</b> <b>Austin, TX 78719</b>

Ship To
<b>Hays County Emergency Management Commissi</b> <b>attn: Bill Little, Walt Smith</b> <b>Hays, TX</b>

Account #	459
-----------	-----

**please have everything on one pallet if possible**

P.O. No.	Ship Date	Shipping Terms	Ship Via		
Hand96	<b>04/17/2020</b>	Prepaid	Pick up		
Item	Description	Qty Ordered	Pallets	WEIGHT(lbs)	Note
HC:55Gal	Hand Cleanser - 55 Gallon	2			
HC:375ml	Hand Cleanser - 375ml	11			
Total		13			

Initials

Customer Contact	Customer Phone	Customer Fax	Customer E-mail
Love, Tito's			

Trailer # \_\_\_\_\_

Driver Signature: \_\_\_\_\_

Truck # \_\_\_\_\_

Print Name: \_\_\_\_\_

Seal # \_\_\_\_\_

Trucking Company: \_\_\_\_\_

**SHIPPING TO FILL OUT SHIP DETAILS AND RETURN  
THIS FORM TO ACCOUNTING. FILL IN: "Amt Shipped"  
and Initial, Sign at bottom upon completion**

Date Picked Up: \_\_\_\_\_

Fifth Generation Inc. Confidential

To: Hays County Emergency  
Management Commission  
SO # Hand80  
Batch

From: Fifth Generation, Inc.  
12101 Moore Road  
Austin, TX 78719

HM	No of Units	Shipping Description	Total Quantity
X	1 Drum	UN1170, Ethyl Alcohol Solution, 3, PGII	55 Gallons
	5 Boxes	UN1170, Ethyl Alcohol Solution, 3, PGII	20 Gallons
		(Fifth Generation, Inc Hand & Surface Cleanser)	
		<b>Sanitizer – Contains Ethyl Alcohol</b>	

**Emergency Contact (512)635-4850**

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Signed:



Date: 04/09/2020



# Sales Order Fill/Bill of Lading

12101 Moore Rd.  
Austin, TX 78719

Invoice #	S.O. No.	S.O. Date
	Hand80	04/09/2020

Name / Address	
<b>Love, Tito's</b> <b>Tito's Handmade Vodka</b> <b>12101 Moore Road</b> <b>Austin, TX 78719</b>	
Account #	459

Ship To
<b>Hays County Emergency Management Commissi</b> <b>attn: Bill Little, Walt Smith</b> <b>Hays, TX</b>

P.O. No.	Ship Date	Shipping Terms	Ship Via		
Hand80	04/09/2020	Prepaid	Pick up		
Item	Description	Qty Ordered	Pallets	WEIGHT(lbs)	Note
HC:55Gal	Hand Cleanser - 55 Gallon	1			
HC:1Gal-Pump	Hand Cleanser - 1 Gallon with	5			
	Total	6			

*BATCH -11114*

Initials 

Customer Contact	Customer Phone	Customer Fax	Customer E-mail
Love, Tito's			

Trailer # \_\_\_\_\_

Driver Signature: \_\_\_\_\_

Truck # \_\_\_\_\_

Print Name: \_\_\_\_\_

Seal # \_\_\_\_\_

Trucking Company: \_\_\_\_\_

**SHIPPING TO FILL OUT SHIP DETAILS AND RETURN  
THIS FORM TO ACCOUNTING. FILL IN: "Amt Shipped"  
and Initial, Sign at bottom upon completion**

Date Picked Up: \_\_\_\_\_

## 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 an Amendment Request for the Hays County Veterans Treatment Court grant and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 28, 2020	N/A

#### LINE ITEM NUMBER

001-612-99-097]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
C.JOHNSON	INGALSBE	N/A

#### SUMMARY

The budget amendment moves Fringe Benefits savings and Travel funds that will no longer be needed due to COVID-19 into Contract Services so that funds can be more readily used to provide essential treatment services to VTC participants.

Attachment: Amendment Request - Hays County Veterans Treatment Court

##### Budget Amendment:

Decrease Insurance Benefits Medical .5160\_400 (\$21,977)

Decrease Travel .5501 (\$1,500)

Decrease Continuing Education (\$13,092)

Increase Contract Services .5448 \$36,569



## Amendment Request - Hays County Veterans Treatment Court

ID	Type	Grantee Organization	Award
AR-0166	Formal Amendments	Hays County	AD-VTC19--07
<b>Status</b>			
Approved			

### Overview

#### Amendment Overview

[For what purpose is an award amendment being requested? \(Maximum allowable characters = 1500\)](#)

The budget amendment moves unneeded Travel funds and Fringe Benefits to the Client Services category where they can be more readily used to provide essential treatment services to VTC participants.

[What impact will the award amendment have on the grant project? \(Maximum allowable characters = 1000\)](#)

\$21,977 from Fringe Benefits and \$14,592 from Travel funds will be placed in Client Services in the amount of \$36,569. The movement of these funds will most notably augment those already in the Client Services category and be used as/if needed to fund additional substance abuse, mental health, and residential treatment costs provided by local providers.

[What is the justification of the award amendment? \(Maximum allowable characters = 1500\)](#)

Due to the COVID-19 emergency, travel and registration for this year's NADCP annual training has been canceled by the VTC program. This allows \$14,592 of funds budgeted for that training to be moved to Client Services.

Fringe benefits are County required calculations for all grant funded personnel position requests. VTC staff have declined \$21,977 of Fringe Benefits which will be unused through the end of this grant period. These staff benefits are being received through military retirement benefits, the VA, or other sources instead.

The total increase of \$36,569 in Client Services substantially increases the VTC's capability to provide in and out-patient mental health and substance abuse treatment services to its veteran population as needed.

#### Amendment Details

[Change To Grant's Scope?](#)

No

[Change To Grant's Project Period?](#)

No

[Change To Grant's Budget? \(If 'Yes', the Budget Tab will appear on Save\)](#)

Yes





# Fund for Veterans' Assistance

*Helping Veterans Starts Here*

## Budget

### Budget Categories

Budget Category	Awarded Amount	New Amount	Adjustment	Reimbursed Amount
Salaries and Wages	\$ 92,813	\$ 92,813	\$ 0	\$ 60,572.6
Fringe Benefits	\$ 42,915	\$ 20,938	\$- 21,977	\$ 12,958.22
Travel	\$ 15,092	\$ 500	\$- 14,592	\$ 0
Supplies	\$ 649	\$ 649	\$ 0	\$ 0
Client Services	\$ 96,203	\$ 132,772	\$ 36,569	\$ 54,002.63
Other Direct Costs	\$ 2,328	\$ 2,328	\$ 0	\$ 806.21
<b>Direct Costs Total:</b>	\$135,728	\$113,751	\$-21,977	
<b>Allowable Indirect Costs (Direct Costs * 10%):</b>		\$113,751		
Indirect Costs	\$ 0	\$ 0	\$ 0	\$ 0
<b>Grand Total (Direct + Indirect Cost):</b>	\$135,728	\$113,751	\$-21,977	

## Attachments

### Attachments

Attachment Name	Type	Description	Last Modified	Owner
Amendment Snapshot.pdf	History		4/14/2020 9:21 AM	Gerald Ramcharan
Amendment Snapshot.pdf	History		4/15/2020 12:50 PM	Gerald Ramcharan
Hays Co Client Services Budget.jpg	Other	Approved Client Services Budget	4/16/2020 10:07 AM	Ervey Leos

### Notes

Title	Description	Created Date	Created By
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## History

Date	Assigned To	Actual Approver	Comments	Status	Overall Status
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# Fund for Veterans' Assistance

*Helping Veterans Starts Here*

Step : Executive Director Approval					Approved
4/17/2020 2:10 PM	Thomas Palladino	Thomas Palladino	I approve this amendment.	Approved	
Step : Director Resource Management					Approved
4/17/2020 1:45 PM	Chip Osborne	Chip Osborne	Recommend approval to amend Hays County Veterans Treatment Court grant. Your approval allows realignment of funds \$36,569 from Benefits/Travel into Client Services to provide additional support to veterans.	Approved	
Step : Director					Approved
4/17/2020 12:44 PM	James Bracken	James Bracken	FVA Director approves.	Approved	
Step : Legal Approver					Approved
4/16/2020 12:13 PM	Madeleine Connor	Madeleine Connor	Legal approves.	Approved	
Step : Financial Approver					Approved
4/16/2020 12:06 PM	Doug Rozunick	Doug Rozunick	Finance has no comments	Approved	
Step : Manager Approval					Approved
4/16/2020 11:34 AM	David Escamilla	David Escamilla	Recommend Approval.	Approved	
Step : Lead Grant Officer Approval					Approved
4/16/2020 10:08 AM	Ervey Leos	Ervey Leos	Recommend Approval. Grantee is requesting to shift \$36,000 into Client Services. At the 3rd quarter the grantee is at 98% performance and 51% expenditures.	Approved	





# Fund for Veterans' Assistance

*Helping Veterans Starts Here*

Step : Grant Officer Approval					Approved
4/15/2020 1:17 PM	Justin Greiner	Justin Greiner	Recommend approval to shift the grantee's travel and unused fringe benefits funding to direct client services.	Approved	
Approval Request Submitted					
4/15/2020 12:50 PM	Gerald Ramcharan	Gerald Ramcharan	Submitted for approval.	Started	
Approval Request Recalled					Recalled
4/15/2020 12:35 PM	Justin Greiner	Admin REI	Sending back to grantee to revise and resubmit with the 1k for supplies shifted to client services.	Removed	
Approval Request Submitted					
4/14/2020 9:21 AM	Gerald Ramcharan	Gerald Ramcharan	Submitted for approval.	Started	

## Field History

Entity Name	Changed Field	Old Value	New Value	Changed By	Changed On
AR-0166	Status	Submitted for Approval	Approved	Thomas Palladino	04/17/2020 02:10 PM
AR-0166	Status	Created	Submitted for Approval	Gerald Ramcharan	04/15/2020 12:50 PM
AR-0166	Purpose			Gerald Ramcharan	04/15/2020 12:49 PM
AR-0166	Status	Change Requested	Created	Admin REI	04/15/2020 12:35 PM
AR-0166	Status	Submitted for Approval	Change Requested	Justin Greiner	04/15/2020 12:35 PM
AR-0166	Status	Created	Submitted for Approval	Gerald Ramcharan	04/14/2020 09:21 AM
AR-0166	Purpose			Gerald Ramcharan	04/07/2020 02:45 PM
AR-0166	Program Approver		005t00000025muKAAQ	Gerald Ramcharan	03/30/2020 11:15 AM





# Fund for Veterans' Assistance

*Helping Veterans Starts Here*

AR-0166	Program Approver		David Escamilla	Gerald Ramcharan	03/30/2020 11:15 AM
AR-0166	Fiscal Approver		005t00000025nSKAAY	Gerald Ramcharan	03/30/2020 11:15 AM
AR-0166	Fiscal Approver		Doug Rozunick	Gerald Ramcharan	03/30/2020 11:15 AM



## 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 Change Order No. 3 for a time extension between Hays County and WSB & Associates, Inc. for the Professional Services Agreement for the US290 Intersection safety improvements project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 28, 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
BORCHERDING	SMITH	N/A

#### SUMMARY

Contract change order will allow a 365 day extension in time to execute the services, additional scheduling needed due to delays related to Texas Department of Transportation agreement process. Total amount in compensation is not to change.





## Hays County Transportation Department Change Order Request Form

Date: 4/14/20 Contract Performance Date: 11/15/16

Project Name: US 290 at Trautwein Road

Contract number: \_\_\_\_\_

Contractor/Consultant: WSB & Associates, Inc.

Change Order Number: 3

Change in Scope Necessitating Change-Order:

Delay related to TxDOT agreement process requires a time extension.

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount: \$ Unchanged

Net Amount of Previously Authorized Change Order: \$

Net Amount for this requested change order: \$

Total Contract Amount with all change orders: \$

Original Contract Performance Length: 365 Days

Net previous schedule change orders: 730 Days

Net Schedule adjustment requested this change order: 365 Days

Total performance days with change orders: 1460 Days

Contractor: WSB & Associates, Inc. Sign: [Signature] Date: 4-16-20

Hays County: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

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

[Signature]  
04/21/2020

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve the appointment of Ross Britt to the board of Emergency Services District #3 for a term ending December 31, 2020 to fill the vacancy created by the resignation of Alex Garcia.

#### ITEM TYPE

CONSENT

#### MEETING DATE

April 28, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

INGALSBE

SHELL

#### SUMMARY

See attached resume.

D. Ross Britt

[REDACTED]

San Marcos, TX 78666

[REDACTED]

[REDACTED]

To the Commissioners of Hays County,

I would like to request your consideration for a position on the Board of Commissioners for ESD #3. My wife and I have lived in the area for many years and both look for opportunities to give back to the community where possible. I believe my background and experience would be a benefit to the services provided by the ESD.

I have spent many years in the private sector serving in various roles including data analyst, technical engineer, consultant, and business manager. Challenges have been present throughout my career, but I have yet to find an unresolvable situation. I have a strong background in team building and collaboration, as well as analysis and statistics. I am certain I could provide assistance to the board in a number of areas and would be very happy to be given the opportunity to serve my community by helping to shape current and future projects.

Please feel free to contact me at any time for additional information or set up additional face-to-face meetings to help you make your decision.

Warm Regards,

D. Ross Britt

## D. Ross Britt

### Experience

October 2018 to Present

Hitachi Data Systems/Hitachi Vantara

Austin, TX

#### Automation Solution Architect

Currently serving as the Automation Professional Services lead for the Americas region, my current roles and responsibilities include:

##### Hitachi Automation Director Sales Lead – Americas

- Support the Americas region account managers with product demonstrations, customer presentations, PoCs, automation assessments, and service proposals
- Track all sales opportunities through all stages of pipeline, follow up with leads as needed

##### Hitachi Automation Director SME –

- Provide subject matter expertise to customers, account teams, and managed services;
- Work with Product Management to develop productized automation roadmap;
- Interface directly with internal onshore and offshore development teams to engineer customer specific automation solutions using Agile development methodologies;

##### Automation SME –

- Architect automation workflow blueprints for ITOPS/DataOPS end to end solutions integrating Hitachi Automation Director with multiple automation components including REST APIs, Chef, Puppet, Ansible, Jenkins and ITSM management platforms including ServiceNow, BMC Remedy and LanDesk;
- Utilize programming technologies including Python, Javascript, Perl, Bash, Powershell, and others to create end to end automation solutions;

##### Automation PS Lead –

- Worked with UoM, Global Learning, and Marketing to develop a GTM strategy for automation professional services;
- Developed Runbooks and training materials for global delivery consultants;
- Oversight of all Automation Director professional services engagements in the Americas region;
- Hold customer workshops to provide an automation assessment, implementation plan, and timeline;
- Develop LoE and pricing for customer specific automation workflow implementations;

January 2014 to September 2018

Hitachi Data Systems/Hitachi Vantara

Austin, TX

#### Sr Technical Consultant

Work with account teams, project managers, and customer technical staff to assess, plan, design, and implement enterprise data storage solutions. Areas of focus include:

- Large scale SAN design, including physical port migrations and multi-site interconnectivity
- Converged Architecture
- Business Continuity and Disaster Recovery
- Performance Optimization and Diagnostics
- Automation
- Enterprise Data Migrations

February 2011 to December 2013

Strategic Business Systems

Austin, TX

### **Hitachi Data Systems Consultant**

Engaged with Hitachi Data Systems as a long term contractor providing post sale customer delivery of HDS products and services including:

- SAN Design and Implementation
- Extended SAN Design and Implementation with FCIP
- Storage Design and Implementation for HDS storage systems including VSP, USP, and AMS
- HDS Software Suite Implementation – HiCommand, Device Manager, Replication Manager, Tuning Manager
- Replication Technologies including TrueCopy, ShadowImage, and Copy on Write
- Virtualization and Data Migration using HDS HiCommand and Tiered Storage Manager
- Performance Diagnostics using HDS Tuning Manager

June 2008 to January 2011

Charles Schwab

San Francisco, CA

### **Sr. Staff Enterprise Storage**

- Represent Enterprise Storage for several platform support teams including portfolio accounting, security engineering, and VMware
- Serve as Engineering level support for all storage infrastructure
- Responsible for Enterprise Storage security standards development, audit, and remediation
- Supported all HDS, EMC, NetApp, HP, Brocade, McData storage infrastructure

Accomplishments

- Designed and implemented storage solution for enterprise scale Oracle RAC portfolio accounting system using multiple HDS USPV arrays
- Designed and implemented next generation VMware storage solution
- Developed custom application using PHP/Linux/MySQL and VBscript integrated with HDS HiCommand Tuning Manager CLI
- Introduced snap/clone technologies using EMC Replication Manager and Timefinder for EMC products and HDS Replication Manager with TrueCopy, ShadowCopy and ShadowImage for HDS products
- Engineered documentation standards and process utilizing a lifecycle approach with document templates
- Updated SAN fabric from McData I10Ks to Brocade DCX
- Upgraded fabric management from EFCM 9.x to DCFM 10.4.2

May 2007 to June 2008

Esurance

San Francisco, CA

### **Lead Storage Engineer**

- Setup and configuration of HP EVA, Network Appliance FAS Storage Devices
- Install and configure client side multipathing software – MPIO
- Maintain DR readiness utilizing host based asynchronous replication
- Maintain firmware on switches and HBAs
- Administration of Brocade and Cisco Fiber Channel switches
- Provision LUNs based on demand to Windows Servers
- Diagnose/Troubleshoot communication/subsystem errors
- Monitor FC fabric throughput/utilization
- Maintain documentation for enterprise storage environment
- Architect and Design “Tier 1” high availability solutions
- Assist Sr Engineers with the development of Jr Engineers
- Serve as Lead Engineer for all system related events
- Responsible for all Data Center environments including contract negotiation, power requirements, security and access, and capacity planning

### **Accomplishments**

- Introduced and implemented new architecture for production database systems resulting in 50% performance gain
- Introduced and implemented VMWare VI3 High Availability environment and demonstrated production readiness
- Designed and implemented upgraded data warehouse utilizing Intel Itanium 64bit processing with SQL Server 2005
- Designed production database upgrade to Tier 1 platform on EMC DMX and Clariion arrays utilizing SRDF/S, SRDF/A, Timefinder/Snap and Clone, combined with SnapView and MirrorView for Clariion
- Designed data archive solution utilizing EMC Celerra and Centera platforms
- Designed Email/File archive system using Symantec Enterprise Vault
- Designed Exchange 2007 messaging infrastructure upgrade from Exchange 2000

Team Lead for Systems Execution and Maintenance responsible for coordinating the workload of 25 systems administrators

**Sr. SAN Administration Responsibilities:**

- Setup and configuration of multiple EMC Clariion, HDS Lightning, Thunder, Tagmstore and AMS, and IBM storage devices
- Install and configure client side multipathing software – Power Path, HDLM
- Maintain DR readiness utilizing synchronous/asynchronous replication
- Maintain firmware on switches and HBAs
- Administration of McData, Brocade, Cisco, and IBM Fiber Channel switches
- Provision LUNs based on demand to AIX, Windows, Novell, Solaris servers
- Diagnose/Troubleshoot communication/subsystem errors
- Monitor FC fabric throughput/utilization
- Maintain documentation for enterprise storage environment
- Architect “Tier 1” high availability solutions

**Accomplishments**

- Designed and implemented stretched clusters using MSCS and HDS True Copy synchronous replication
- Designed and implemented production ready virtualization platform utilizing VMWare 2.5 and IBM Blade Centers
- Designed and implemented SAN configuration for new data center – 100+ Sun Solaris servers; all boot from SAN; Cisco MDS Core-Edge redundant fabric

**Sr. Systems Administration Responsibilities:**

- Technical Lead for VMWare virtualized server farms
- Technical Lead for Avocent KVM infrastructure
- Technical Lead for CA Etrust infrastructure
- Diagnostics and problem resolution for over 2000 Windows 2000/2003, AIX, Solaris, and Novell servers
- Provide support for Infrastructure systems including Active Directory/DNS, Exchange 2003

Avocent Customer Advisory Board member

**Sr. Systems Analyst**

- Implemented data management strategy utilizing EMC Clariion SAN technologies and Legato backup software resulting in reduction of global data footprint, lower administration costs, and higher reliability
- Re-designed corporate email solution with Microsoft Exchange Server 2003 and Microsoft Cluster Services resulting in higher availability and better performance
- Responsible for global IT infrastructure
- Coordinated Asia office expansion including vendor management, hiring and training staff in Singapore

- Coordinated IT aspects of the acquisition of a company in Rennes, France
- Coordinated Europe office expansion in London, England
- Managed staff of contract software developers on multiple corporate application projects including project management system, HRIS employee benefits system, and IT Inventory system
- Provided business process design and implementation for Sarbanes-Oxley compliance including Change and Configuration Management, Software Development Life Cycle, and Incident Response
- Designed and implemented server consolidation strategy utilizing virtualization technologies from VMWare including ESX Server and VirtualCenter
- Provided systems analysis to diagnose enterprise systems performance issues

November 2000 – November 2003

Cygnal Integrated Products

Austin, TX

### **IT Manager**

- Consolidated network infrastructure by renegotiating contracts with service providers and implementing network redesign resulting in 180% increase in bandwidth and 20% cost reduction
- Implemented telecommunications expansion utilizing VOIP technologies provided by Avaya IP Office
- Developed corporate applications utilizing Microsoft SQL Server, Visual Basic, ASP, HTML including corporate directory, corporate intranet, manufacturing supply chain and accounting reporting, employee benefits system and others

November 1996 to November 2000

Dell Computer Corporation

Austin, TX

### **Technical Support Supervisor**

- Supervised team of up to 42 phone support technicians
- Developed team members to meet or exceed department performance standards

### **Operations Analyst**

- Provided Monthly/Weekly/Daily call volume forecasts and associated schedules for technical support

### **Education**

University of North Texas

1992-1994

University of Phoenix –

Bachelor of Science in Information Technology

2008

References available on 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

Approve specifications for IFB 2020-B10 Metal Beam Guard Fence (MBGF) Materials and authorize Purchasing to solicit for bids and advertise.

#### ITEM TYPE

CONSENT

#### MEETING DATE

April 28, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Jerry Borcharding

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

This bid is for Metal Beam Guard Fence (MBGF) Materials which will be used primarily by the Transportation Department.

#### Attached:

IFB 2020-B10 Metal Beam Guard Fence (MBGF) Materials

Attachment A: Metal Beam Guard Fence (MBGF) Materials - Bid Form



## SOLICITATION, OFFER AND AWARD

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

**Solicitation No.: IFB 2020-B10**  
**Metal Beam Guard Fence (MBGF) Materials**

**Date Issued: April 29, 2020**

### SOLICITATION

Respondents must submit bids as listed: one (1) original and one (1) digital copy on a thumb drive  
Bids will be received at the Hays County Purchasing Office at the address shown above until:

**2:00 p.m. local time May 21, 2020.**

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

Submit questions via email to:  
[purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us)

Questions concerning this IFB must be  
received in writing no later than 5:00  
on May 13, 2020.

Phone No.: (512) 393-5532

### OFFER (Must be fully completed by Respondent)

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

**MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.**

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

### NOTICE OF AWARD (To be completed by County)

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

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

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

## Table of Contents

Solicitation, Offer and Award.....	1
I. Summary.....	3
II. IFB Submittal Checklist.....	5
III. Specifications .....	6
A. Introduction.....	6
B. Materials Requirements .....	6
C. Qualifications.....	6
D. Mandatory Bid Form .....	6
E. Submittal Requirements.....	7
F. Award of Contract .....	7
G. Contract Term & Price Redetermination .....	8
H. Invoicing .....	8
I. Warranty of Performance.....	8
IV. General Terms and Conditions for Solicitations.....	10
V. Vendor Reference Form.....	19
VI. Certificate of Interested Parties .....	20
VII. Conflict of Interest Questionnaire.....	21
VIII. Code of Ethics .....	23
IX. HUB Practices.....	24
X. House Bill 89 Verification .....	26
XI. Senate Bill 252 Certification.....	27
XII. Vendor/Bidder's Affirmation .....	28
XIII. Related Parties Disclosure Form .....	29
Attachment A: IFB 2020-B10 Metal Beam Guard Fence (MBGF) Materials – Bid Form	

## I. Summary

- 1. Type of Solicitation:** Invitation for Bid (IFB)
- 2. Solicitation Number:** IFB 2019-B10  
Metal Beam Guard Fence (MBGF) Materials
- 3. Issuing Office:** Hays County Auditor  
Purchasing Office  
712 S. Stagecoach Trail, Suite 1071  
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed bids marked with Solicitation Number and Respondent Name on the outermost envelope  
One (1) original and one (1) digital copy on a thumb drive
- 5. Deadline for Responses:** In issuing office no later than:  
**Thursday, May 21, 2020; 2:00 p.m. Central Time (CT)**
- 6. Pre-Bid Meeting:** none
- 7. Bonding Requirements:** none
- 8. Initial Contract Term:** June 2020 – May 2021
- 9. Optional Contract Terms:** Four (4) optional one (1) year terms
- 10. Designated Contact:** Hays County Purchasing  
Email: [purchasing@co.hays.tx.us](mailto: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 May 13, 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 BidNet Direct, CivicPlus, and the ESBD.
- 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**

April 29, 2020	Issuance of IFB
May 13, 2020	Deadline for Submission of Questions (5:00 p.m. CT)
May 21, 2020	Deadline for Submission of Bids (2:00 p.m. CT)
	<b><u>Late bids will not be accepted.</u></b>
June 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. Any addenda applicable to this solicitation
- \_\_\_ 12. Completed bid form
- \_\_\_ 13. 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. Introduction

Hays County issues this Invitation for Bid (IFB) to solicit bids for annual contracts for furnishing the materials set forth in this bid invitation. These materials are generally used by the Hays County Transportation Department for road maintenance and construction projects.

#### B. Materials Requirements

All materials listed shall meet the applicable specifications for the item, class, and type as identified on the bid form (see Attachment A: IFB 2020-B10 Metal Beam Guard Fence (MBGF) Materials - Bid Form). For items identified with a "TXDOT Item" number, refer to the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (adopted November 1, 2014).

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

#### C. Qualifications

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

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

**COMPLIANCE WITH LAWS:** The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the bid.

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

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

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

#### D. Mandatory Bid Form

Respondent must provide its total bid amount by completing the mandatory bid form included as Attachment A: IFB 2020-B10 Guardrail Materials - Bid Form. Pricing for materials shall be bid for pickup by Hays County at the bidder's plant and for delivery to the Hays County Transportation Department located at 2171 Yarrington Road, Kyle, TX 78640. Shipping shall be F.O.B. destination; therefore,

material prices for delivery by truck to Hays County must include all shipping, handling/delivery fees and fuel surcharges. Respondent may bid on all or any portion of the items listed for bid.

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 annual needs and will be used for the comparison of bids. Individual orders and payments will be made in accordance with the contract. Hays County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

#### **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

Due to COVID-19 electronic bids can be submitted through BidNet Direct:

<https://www.bidnetdirect.com/texas/hayscounty>

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.

#### **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:

- Unit pricing
- 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.

MULTIPLE AWARDS will be made. Determination of source to provide materials for specific jobsites will be made by the Hays County Transportation Department. The County reserves the right to purchase materials from another supplier if the lowest bidder cannot fill an order when needed.

#### **G. Contract Term & Price Redetermination**

The term of this contract will begin on the date of award by the Hays County Commissioners Court in June 2020 and be effective through May 31, 2021. Hays County reserves the right to extend this contract annually for a maximum of four (4) additional one (1) year periods.

If applicable, a price redetermination may be considered by Hays County only at the anniversary date of the contract. A request for price increase must be submitted in writing to the Purchasing Manager at least 60 days prior to the expiration of the contract. Until this time, the prices as previously agreed to by both County and Vendor will be considered firm for the initial term. The proposed price may be considered by Hays County for the subsequent annual renewal option, shall be substantiated in writing, and shall not exceed the increase as published by the United States Department of Labor - Bureau of Labor and Statistics, Producer Price Index (PPI), for the most current data representing a 12-month period at the time of consideration. Price change will be evaluated using a single-index percentage method. The applicable index for this contract and subsequent price redeterminations will be PPI 324 Asphalt Paving and Roofing Materials Manufacturing. Hays County Commissioners Court reserves the right to accept or reject any/all of the price redetermination, rebid the contract, or use a market survey as it deems to be in the best interest of the County. Hays County reserves the right during the price evaluation period to apply reduced pricing for applicable term. Approved price increases and decreases shall remain firm for the entire re-determination period.

#### **H. Invoicing**

Invoices shall be sent directly to the Hays County Auditor, 712 S. Stagecoach Trail, Suite 1071, San Marcos, TX 78666 and attention: Accounts Payable. Payments will be processed after notification that all materials have been received satisfactorily and no unauthorized materials have been received. To expedite payment and ensure compliance with this contract, all invoices shall refer to the Contract Item Number (ex. B04.1) associated with the materials as listed on the bid form.

#### **I. Warranty of Performance**

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

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

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

## IV. General Terms and Conditions for Solicitations

### Applicable To: Invitations for Bid (IFB)

#### 1. GENERAL DEFINITIONS:

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

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

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

#### 4. INVOICING/PAYMENTS:

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

San Marcos, Texas 78666

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

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

### 13. REPRESENTATIONS:

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

### 14. SUBCONTRACTS:

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

15. ASSIGNMENT:

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

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

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

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

19. NON-WAIVER OF DEFAULT:

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

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

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

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

25. FORFEITURE OF CONTRACT:

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

26. CONTRACTOR CLAIMS NOTIFICATION:

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

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

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

29. CONSTRUCTION OF CONTRACT:

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



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

### 30. ADDITIONAL GENERAL PROVISIONS:

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

### 31. INTERPRETATION OF CONTRACT:

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

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

**32. MODIFICATIONS:**

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

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

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

Automobile Liability:	
Bodily Injury (Each person)	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	

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

## V. Vendor Reference Form

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

REFERENCE ONE
---------------

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

REFERENCE TWO
---------------

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

REFERENCE THREE
-----------------

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

## VI. Certificate of Interested Parties

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

**With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at [https://ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed copy of the form with the certificate number included to the Hays County Purchasing office.** A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

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

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

## VII. Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>	<p>Date Received</p>	
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>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.</b></p> <div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>		
<p><b>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.</b></p>		
<p><b>6</b> <input type="checkbox"/> <b>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).</b></p>		
<p><b>7</b></p>		
<p>_____ Signature of vendor doing business with the governmental entity</p>		<p>_____ Date</p>

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

## VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_



## IX. Hays County Practices Related to Historically Underutilized Businesses

### 1. STATEMENT OF PRACTICES

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

### 2. DEFINITIONS

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

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

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

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

### 3. GUIDELINES

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

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

Sign for acknowledgement of the Hays County HUB Practices:

---

Signature

---

Date

X. Hays County House Bill 89 Verification

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

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

*Pursuant to Section 2270.001, Texas Government Code:*

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

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

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

NOTARY SEAL

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Date

## XI. Hays County Purchasing Department Senate Bill 252 Certification

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
IFB or Vendor number

CERTIFICATION CHECK PERFORMED BY:

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date

## XII. Vendor/Bidder's Affirmation

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

\_\_\_\_\_ Does not own taxable property in Hays County, or;

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

\_\_\_\_\_  
Name of Contracting Company

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

\_\_\_\_\_  
Signature of Company Official Authorizing Bid/Offer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone

### XIII. Related Party Disclosure Form



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

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

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

<sup>(1)</sup>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*
<b>Person</b>	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

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

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

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

## Attachment A: IFB 2020-B10 Metal Beam Guard Fence (MBGF) Materials - Bid Form

In compliance with the Invitation for Bid, the undersigned Bidder having examined the Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items as requested for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. **Quantities listed are approximations of annual needs and will be used for the comparison of bids.** Individual orders and payments will be made in accordance with the contract.

### MATERIALS ONLY

Contract Item Number	Item Number	Description	Estimated Quantity (+/-)	Unit of Measure	Bid Price Per Unit (PICKUP)	Bid Price Per Unit (DELIVERED)
B07.1	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Splice Bolt/Nut/Washer - 5/7" x 1 1/4"	500	each/box		
B07.2	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Button Head Bolt/Nut/Rect. Washer - 5/8" x 2"	500	each/box		
B07.3	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Post Bolt/Nut/Washer - 5/8" x 10"	500	each/box		
B07.4	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Post Bolt/Nut/Washer - 5/8" x 16"	500	each/box		
B07.5	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	MBGF - Terminal Anchor Rail (turn down) - 25'	75	each		
B07.6	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	MBGF - Flare End Wing	50	each		
B07.7	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	MBGF - Radius Rail - 12'6" (punched 3' 1 1/2")	50	each		
B07.8	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	MBGF - Straight Rail - 12' 5"	100	each		
B07.9	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	MBGF - Straight Rail - 25'	100	each		
B07.10	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Terminal Anchor Post	150	each		
B07.11	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Low-Fill Steel post (31" standard)	100	each		
B07.12	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Low-Fill Steel post (28" standard)	100	each		
B07.13	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Sdome Top Timber Post - 5' 6"	500	each		
B07.14	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Dome Top Timber Post Block-out - 6" x 8" x 14"	100	each		
B07.15	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Synthetic Block-out for Steel post - 6" x 8" x 14"	100	each		
B07.16	TxDOT Item 543 Cable Barrier System	Galvanized Wire Cable - 3/8"	500	foot		
B07.17	TxDOT Item 543 Cable Barrier System	Galvanized Eye-End Turnbuckle - 3/8"	200	each		
B07.18	TxDOT Item 543 Cable Barrier System	Galvanized Thimble-Eye Bolt - 18" x 3/8"	200	each		
B07.19	TxDOT Item 543 Cable Barrier System	Galvanized Slip Joint	100	each		
B07.20	TxDOT Item 544 Guardrail End Treatments	SKT Extruder Head	50	each		
B07.21	TxDOT Item 544 Guardrail End Treatments	SKT Extruder Rail - 25'	50	each		
B07.22	TxDOT Item 544 Guardrail End Treatments	SKT Extruder Rail - 12' 6"	50	each		
B07.23	TxDOT Item 544 Guardrail End Treatments	SKT Rail - 9' 4 1/2"	50	each		
B07.24	TxDOT Item 544 Guardrail End Treatments	SKT Steel Tube - 6"	50	each		



## Attachment A: IFB 2020-B10 Metal Beam Guard Fence (MBGF) Materials - Bid Form

In compliance with the Invitation for Bid, the undersigned Bidder having examined the Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items as requested for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. **Quantities listed are approximations of annual needs and will be used for the comparison of bids.** Individual orders and payments will be made in accordance with the contract.

### MATERIALS ONLY

Contract Item Number	Item Number	Description	Estimated Quantity (+/-)	Unit of Measure	Bid Price Per Unit (PICKUP)	Bid Price Per Unit (DELIVERED)
B07.25	TxDOT Item 544 Guardrail End Treatments	SKT Steel Tube - 4' 6"	50	each		
B07.26	TxDOT Item 544 Guardrail End Treatments	SKT Timber Post - 6'	50	each		
B07.27	TxDOT Item 544 Guardrail End Treatments	SKT Timber Post - 3' 9"	50	each		
B07.28	TxDOT Item 544 Guardrail End Treatments	SKT Timber Block-out - 6" x 8" x 14"	100	each		
B07.29	TxDOT Item 544 Guardrail End Treatments	SKT Cable	50	each		
B07.30	TxDOT Item 544 Guardrail End Treatments	SKT Strut	50	each		
B07.31	TxDOT Item 544 Guardrail End Treatments	SKT Cable Bracket w/Shoulder Bolts	50	each		
B07.32	TxDOT Item 544 Guardrail End Treatments	SKT Bearing Plate	50	each		
B07.33	TxDOT Item 544 Guardrail End Treatments	SKT Pipe Sleeve - 2" x 5 1/2"	50	each		
B07.34	TxDOT Item 544 Guardrail End Treatments	SKT Object Marker - 18" x 18"	25	each		

### SERVICE ONLY

Contract materials to be delivered to jobsite on an as-needed basis, as directed by Hays County Staff

**IMPORTANT: A BID FOR MATERIAL TRANSPORTATION SERVICE IS REQUIRED FOR A DELIVERED MATERIALS BID TO BE CONSIDERED RESPONSIVE**

Contract Item Number	Description	Estimated Quantity (+/-)	Unit of Measure	Bid Price Per Unit

### BIDDER INFORMATION AND CERTIFICATION

Delivery days after receipt of order:	Minimum load for delivery:
Plant Location:	Contact name and phone at plant:
<p>The undersigned affirms that they are duly authorized to execute a contract, that this Bid has not been prepared in collusion with any other Respondent, nor any employee of Hays County, and that the contents of this Bid have not been communicated to any other Respondent or to any employee of Hays County prior to the official opening.</p>	
Signature of Authorized Representative:	
Printed Name:	Date:
Company Name:	

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve specifications for IFB 2020-B11 Culverts and authorize Purchasing to solicit for bids and advertise.

#### ITEM TYPE

CONSENT

#### MEETING DATE

April 28, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Jerry Borcharding

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

This bid is for Culvert materials which will be used primarily by the Transportation Department.

Attached:

IFB 2020-B11 Culverts

Attachment A: Culverts - Bid Form



## SOLICITATION, OFFER AND AWARD

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

**Solicitation No.: IFB 2020-B11**  
**Culverts**

**Date Issued: April 29, 2020**

### SOLICITATION

Respondents must submit bids as listed: one (1) original and one (1) digital copy on a thumb drive  
Bids will be received at the Hays County Purchasing Office at the address shown above until:

**2:30 p.m. local time May 13, 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](mailto:purchasing@co.hays.tx.us)

Questions concerning this IFB must be  
received in writing no later than 5:00  
on May 21, 2020.

Phone No.: (512) 393-5532

### OFFER (Must be fully completed by Respondent)

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

**MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.**

#### Respondent

Entity Name:  
Mailing Address:

#### Respondent's Authorized Representative

Name:  
Title:  
Email Address:  
Phone No.:

Signature:

Date:

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

### NOTICE OF AWARD (To be completed by County)

Funding Source:

Awarded as to item(s):

Contract Amount:

Vendor:

Term of Contract:

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

Date:

Agenda Item:

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

Attest:

Approved as to Form:

Ruben Becerra, Hays County Judge

Elaine Cardenas, Hays County Clerk

Hays County Office of General Counsel

## Table of Contents

Solicitation, Offer and Award.....	1
I. Summary.....	3
II. IFB Submittal Checklist.....	5
III. Specifications .....	6
A. Introduction.....	6
B. Materials Requirements .....	6
C. Qualifications.....	6
D. Mandatory Bid Form .....	6
E. Submittal Requirements.....	7
F. Award of Contract .....	7
G. Contract Term & Price Redetermination .....	8
H. Invoicing .....	8
I. Warranty of Performance.....	8
IV. General Terms and Conditions for Solicitations.....	10
V. Vendor Reference Form.....	19
VI. Certificate of Interested Parties .....	20
VII. Conflict of Interest Questionnaire.....	21
VIII. Code of Ethics .....	23
IX. HUB Practices.....	24
X. House Bill 89 Verification .....	26
XI. Senate Bill 252 Certification.....	27
XII. Vendor/Bidder's Affirmation .....	28
XIII. Related Parties Disclosure Form .....	29
Attachment A: IFB 2020-B11 Culverts Bid Form	

## I. Summary

- 1. Type of Solicitation:** Invitation for Bid (IFB)
- 2. Solicitation Number:** IFB 2020-B11  
Culverts
- 3. Issuing Office:** Hays County Auditor  
Purchasing Office  
712 S. Stagecoach Trail, Suite 1071  
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed bids marked with Solicitation Number and Respondent Name on the outermost envelope  
One (1) original and one (1) digital copy on a thumb drive
- 5. Deadline for Responses:** In issuing office no later than:  
**Thursday, May 21, 2020; 2:30 p.m. Central Time (CT)**
- 6. Pre-Bid Meeting:** none
- 7. Bonding Requirements:** none
- 8. Initial Contract Term:** June 2020 – May 2021
- 9. Optional Contract Terms:** Four (4) optional one (1) year terms
- 10. Designated Contact:** Hays County Purchasing  
Email: [purchasing@co.hays.tx.us](mailto: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 April 13, 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 BidNet Direct, CivicPlus, and the ESBD.
- 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**

April 29, 2020	Issuance of IFB
May 13, 2020	Deadline for Submission of Questions (5:00 p.m. CT)
May 21, 2020	Deadline for Submission of Bids (2:30 p.m. CT)
	<b><u>Late bids will not be accepted.</u></b>
June 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. Any addenda applicable to this solicitation
- \_\_\_ 12. Completed bid form
- \_\_\_ 13. 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. Introduction

Hays County issues this Invitation for Bid (IFB) to solicit bids for annual contracts for furnishing the materials set forth in this bid invitation. These materials are generally used by the Hays County Transportation Department for road maintenance and construction projects.

#### B. Materials Requirements

All materials listed shall meet the applicable specifications for the item, class, and type as identified on the bid form (see Attachment A: IFB 2020-B11 Culverts - Bid Form). For items identified with a "TXDOT Item" number, refer to the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (adopted November 1, 2014).

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

#### C. Qualifications

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

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

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

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

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

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

#### D. Mandatory Bid Form

Respondent must provide its total bid amount by completing the mandatory bid form, Attachment A: IFB 2020-B11 Culverts - Bid Form. Pricing for materials shall be bid for pickup by Hays County at the bidder's plant and for delivery to the Hays County Transportation Department located at 2171 Yarrington Road, Kyle, TX 78640. Shipping shall be F.O.B. destination; therefore, material prices for delivery by truck to Hays County must include all shipping, handling/delivery fees and fuel surcharges. Respondent may bid on all or any portion of the items listed for bid.



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 annual needs and will be used for the comparison of bids. Individual orders and payments will be made in accordance with the contract. Hays County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

#### **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

Due to COVID-19 electronic bids can be submitted through BidNet Direct:

<https://www.bidnetdirect.com/texas/hayscounty>

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.

#### **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:

- Unit pricing
- 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.

MULTIPLE AWARDS will be made. Determination of source to provide materials for specific jobsites will be made by the Hays County Transportation Department. The County reserves the right to purchase materials from another supplier if the lowest bidder cannot fill an order when needed.

#### **G. Contract Term & Price Redetermination**

The term of this contract will begin on the date of award by the Hays County Commissioners Court in June 2020 and be effective through May 31, 2020. Hays County reserves the right to extend this contract annually for a maximum of four (4) additional one (1) year periods.

If applicable, a price redetermination may be considered by Hays County only at the anniversary date of the contract. A request for price increase must be submitted in writing to the Purchasing Manager at least 60 days prior to the expiration of the contract. Until this time, the prices as previously agreed to by both County and Vendor will be considered firm for the initial term. The proposed price may be considered by Hays County for the subsequent annual renewal option, shall be substantiated in writing, and shall not exceed the increase as published by the United States Department of Labor - Bureau of Labor and Statistics, Producer Price Index (PPI), for the most current data representing a 12-month period at the time of consideration. Price change will be evaluated using a single-index percentage method. The applicable index for this contract and subsequent price redeterminations will be PPI 324 Asphalt Paving and Roofing Materials Manufacturing. Hays County Commissioners Court reserves the right to accept or reject any/all of the price redetermination, rebid the contract, or use a market survey as it deems to be in the best interest of the County. Hays County reserves the right during the price evaluation period to apply reduced pricing for applicable term. Approved price increases and decreases shall remain firm for the entire re-determination period.

#### **H. Invoicing**

Invoices shall be sent directly to the Hays County Auditor, 712 S. Stagecoach Trail, Suite 1071, San Marcos, TX 78666 and attention: Accounts Payable. Payments will be processed after notification that all materials have been received satisfactorily and no unauthorized materials have been received. To expedite payment and ensure compliance with this contract, all invoices shall refer to the Contract Item Number (ex. B04.1) associated with the materials as listed on the bid form.

#### **I. Warranty of Performance**

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

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

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

## IV. General Terms and Conditions for Solicitations

### Applicable To: Invitations for Bid (IFB)

#### 1. GENERAL DEFINITIONS:

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

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

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

#### 4. INVOICING/PAYMENTS:

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

San Marcos, Texas 78666

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

12. CHANGES:

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

### 13. REPRESENTATIONS:

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

### 14. SUBCONTRACTS:

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

15. ASSIGNMENT:

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

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

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

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

19. NON-WAIVER OF DEFAULT:

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

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

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

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



25. FORFEITURE OF CONTRACT:

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

26. CONTRACTOR CLAIMS NOTIFICATION:

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

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

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

29. CONSTRUCTION OF CONTRACT:

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

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

### 30. ADDITIONAL GENERAL PROVISIONS:

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

### 31. INTERPRETATION OF CONTRACT:

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

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

**32. MODIFICATIONS:**

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

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

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

Automobile Liability:	
Bodily Injury (Each person)	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	

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

## V. Vendor Reference Form

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

REFERENCE ONE
---------------

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

REFERENCE TWO
---------------

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

REFERENCE THREE
-----------------

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

## VI. Certificate of Interested Parties

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

**With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at [https://ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed copy of the form with the certificate number included to the Hays County Purchasing office.** A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

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

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

## VII. Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received _____	
<b>1 Name of vendor who has a business relationship with local governmental entity.</b>  _____		
<b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)		
<b>3 Name of local government officer about whom the information is being disclosed.</b>  <div style="text-align: center;">_____</div> <div style="text-align: center;">Name of Officer</div>		
<b>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.</b>          <div style="margin-left: 40px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; width: 200px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; width: 200px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> </div>		
<b>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.</b>          		
<b>6</b> <input type="checkbox"/> <b>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).</b>		
<b>7</b> _____ <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 60%;">           Signature of vendor doing business with the governmental entity         </div> <div style="width: 35%; text-align: center;">           Date _____         </div> </div>		

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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



## VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

## IX. Hays County Practices Related to Historically Underutilized Businesses

### 1. STATEMENT OF PRACTICES

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

### 2. DEFINITIONS

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

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

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

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

### 3. GUIDELINES

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

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

Sign for acknowledgement of the Hays County HUB Practices:

---

Signature

---

Date

X. Hays County House Bill 89 Verification

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

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

*Pursuant to Section 2270.001, Texas Government Code:*

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

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

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

NOTARY SEAL

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
IFB or Vendor number

CERTIFICATION CHECK PERFORMED BY:

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date

## XII. Vendor/Bidder's Affirmation

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

\_\_\_\_\_ Does not own taxable property in Hays County, or;

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

\_\_\_\_\_  
Name of Contracting Company

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

\_\_\_\_\_  
Signature of Company Official Authorizing Bid/Offer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone

### XIII. Related Party Disclosure Form



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

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

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

<hr/>	<hr/>
Employee Name	Title

#### Section B: Former Hays County Employee

<hr/>	<hr/>	<hr/>
Employee Name	Title	Date of Separation from County

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

<hr/>	<hr/>
Employee or Former Employee Name	Title

<hr/>	<hr/>	<hr/>
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

<sup>(1)</sup>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*
<b>Person</b>	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

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

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

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



### Attachment A: IFB 2020-B11 Culverts - Bid Form

In compliance with the Invitation for Bid, the undersigned Bidder having examined the Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items as requested for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. **Quantities listed are approximations of annual needs and will be used for the comparison of bids.** Individual orders and payments will be made in accordance with the contract.

#### MATERIALS ONLY

#### TxDot Item #460 Galvanized Corrugated Steel Pipe Culvert: 2 2/3" x 1/2" and TxDot Item #467 Safety End Treatments

Contract Item Number	Diameter & Gauge	Plain Round	Plain Arch	24" (width) Flatbands	24" (width) Curvedbands	6:1 S.E.T. Plain Round	3:1 S.E.T. Plain Round	6:1 S.E.T. Plain Arch	3:1 S.E.T. Plain Arch	Estimated Quantity (+/-)	Unit of Measure	Bid Price Per Unit (PICKUP)	Bid Price Per Unit (DELIVERED)
B08.1	12" x 16 ga									500	LF		
B08.2	15" x 16 ga									1000	LF		
B08.3	18" x 16 ga									1000	LF		
B08.4	24" x 16 ga									1000	LF		
B08.5	30" x 16 ga									1000	LF		
B08.6	36" x 16 ga									500	LF		
B08.7	36" x 14 ga									500	LF		
B08.8	42" x 14 ga									500	LF		
B08.9	48" x 14 ga									500	LF		
B08.10	54" x 14 ga									500	LF		
B08.11	60" x 14 ga									500	LF		
B08.12	60" x 12 ga									500	LF		
B08.13	66" x 12 ga									500	LF		
B08.14	72" x 12 ga									500	LF		

#### TxDot Item #460 Galvanized Corrugated Steel Pipe Culvert: 3" x 1" and TxDot Items #467 Safety End Treatments

Contract Item Number	Diameter & Gauge	Plain Round	Plain Arch		6:1 S.E.T. Plain Round	3:1 S.E.T. Plain Round	6:1 S.E.T. Plain Arch	3:1 S.E.T. Plain Arch	Estimated Quantity (+/-)	Unit of Measure	Bid Price Per Unit (PICKUP)	Bid Price Per Unit (DELIVERED)
B08.15	48" x 16 ga								200	LF		
B08.16	48" x 14 ga								200	LF		
B08.17	54" x 16 ga								200	LF		
B08.18	54" x 14 ga								200	LF		
B08.19	60" x 16 ga								200	LF		
B08.20	60" x 14 ga								200	LF		
B08.21	66" x 16 ga								200	LF		
B08.22	66" x 14 ga								200	LF		
B08.23	72" x 16 ga								200	LF		
B08.24	72" x 14 ga								200	LF		

#### SERVICE ONLY

Contract materials to be delivered to jobsite on an as-needed basis, as directed by Hays County Staff

**IMPORTANT: A BID FOR MATERIAL TRANSPORTATION SERVICE IS REQUIRED FOR A DELIVERED MATERIALS BID TO BE CONSIDERED RESPONSIVE**

Contract Item Number	Description								Estimated Quantity (+/-)	Unit of Measure	Bid Price Per Unit
				113							

**Attachment A: IFB 2020-B11 Culverts - Bid Form**

In compliance with the Invitation for Bid, the undersigned Bidder having examined the Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items as requested for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. **Quantities listed are approximations of annual needs and will be used for the comparison of bids.** Individual orders and payments will be made in accordance with the contract.

**MATERIALS ONLY**

**TxDot Item #460 Galvanized Corrugated Steel Pipe Culvert: 2 2/3" x 1/2" and TxDot Item #467 Safety End Treatments**

Contract Item Number	Diameter & Gauge	Plain Round	Plain Arch	24" (width) Flatbands	24" (width) Curvedbands	6:1 S.E.T. Plain Round	3:1 S.E.T. Plain Round	6:1 S.E.T. Plain Arch	3:1 S.E.T. Plain Arch	Estimated Quantity (+/-)	Unit of Measure	Bid Price Per Unit (PICKUP)	Bid Price Per Unit (DELIVERED)

**BIDDER INFORMATION AND CERTIFICATION**

Delivery days after receipt of order:                      Minimum load for delivery:

Plant Location:    Contact name and phone at plant:

The undersigned affirms that they are duly authorized to execute a contract, that this Bid has not been prepared in collusion with any other Respondent, nor any employee of Hays County, and that the contents of this Bid have not been communicated to any other Respondent or to any employee of Hays County prior to the official opening.

Signature of Authorized Representative:

Printed Name:

Date:

Company Name:

## 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 Parks Department to pave a portion of the Winters Mill Trail parking area in the amount of \$11,215.00 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 5, 2020	\$11,215.00

#### LINE ITEM NUMBER

150-813-97-048.5611\_700

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

A portion of the Winters Mill Trail parking area is in need of paving due to it getting washed out each time it rains, as well as general wear and tear. The Parks Department currently spends approximately \$400 - \$500 a month on crushed granite in an effort to maintain the parking area. The Hays County Transportation Department has submitted a quote to pave that area of the parking lot. Funding for this will be paid for out of the Park Bond.

##### Attachments:

Hays County Transportation Quote  
Pictures of the parking area

##### Budget Amendment:

Decrease Operating Contracts 150-800-97.5448  
Increase Winters Mill Trail Construction\_Capital 150-813-97-048.5611\_700















## 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 execution of an amended contract with the Department of State Health Services (DSHS) for the Infectious Disease Surveillance and Epidemiology Activities (IDCU/SUREB) grant.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 28, 2020	N/A

#### LINE ITEM NUMBER

120-675-99-094

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

This funding from the Department of State and Health Services is utilized for the epidemiologist, which is dedicated to performing surveillance and epidemiology activities for all notifiable conditions. This amendment outlines changes in the Scope of Work as outlined in "Attachment A". The grant award is budgeted during the budget process. The effective date for Amendment No. 1 of this contract shall be effective as of the date last signed.

Contract Number: HHS000436300015

Project Period: September 1, 2019 - August 31, 2021

Attachment: DSHS IDCU Contract - Amendment No. 1



**DSHS CONTRACT NO. HHS000436300015**  
**AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES (“SYSTEM AGENCY”)** and **HAYS COUNTY HEALTH DEPARTMENT (“GRANTEE”)**, collectively referred to as the "Parties," to that certain Grant Contract effective September 1, 2019 and denominated DSHS Contract No. HHS000436300015 (“Contract”), now desire to amend the Contract.

**WHEREAS**, the Parties desire to revise the Scope of Work.

The Parties hereby amend and modify the Contract as follows:

1. **ARTICLE VI** of the Contract, **SERVICES, PERFORMANCE MEASURES AND REPORTING REQUIREMENTS**, is hereby amended to add the following language:

Grantee understands and agrees that upon the Effective Date of Amendment No. 1, Grantee will be responsible for performing all services proposed in the Statement of Work, attached hereto as **ATTACHMENT A-1 REVISED STATEMENT OF WORK** in accordance with all federal and state laws applicable to this Contract. Further, Grantee shall be subject to the performance measures and reporting requirements as stated in **ATTACHMENT A-1 REVISED STATEMENT OF WORK**.

2. **ATTACHMENT A** of the Contract, **STATEMENT OF WORK** is hereby amended and replaced in its entirety with **ATTACHMENT A-1 REVISED STATEMENT OF WORK**.
3. This Amendment No. 1 shall be effective as of the date last signed below.
4. Except as amended and modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
5. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 1  
DSHS CONTRACT NO. HHS000436300015**

**SYSTEM AGENCY**

**GRANTEE**

**DEPARTMENT OF STATE HEALTH SERVICES**

**HAYS COUNTY HEALTH DEPARTMENT**

Name

Name Ruben Becerra

Title

Title Hays County Judge

Date of Signature:

Date of Signature:

**THE FOLLOWING DOCUMENT ARE ATTACHED TO THIS AMENDMENT AND THEIR RESPECTIVE  
TERMS ARE HEREBY INCORPORATED INTO THE CONTRACT BY REFERENCE:**

**ATTACHMENT A-1 REVISED STATEMENT OF WORK**

## ATTACHMENT A-1

### REVISED STATEMENT OF WORK

#### I. GRANTEE RESPONSIBILITIES

Grantee will:

- A. Be responsible for performing all activities contained in this Statement of Work. Items H through M are performance measures and are evaluated by DSHS Emerging and Acute Infectious Disease Unit (“Unit”). The performance measures reflect the level of performance of the Grantee.
- B. Perform surveillance and epidemiology activities for all notifiable conditions with an emphasis on conditions reported through the National Electronic Disease Surveillance System (NEDSS). Activities must be performed whether the Grantee uses NEDSS for disease reporting or not. Information on the NEDSS notifiable conditions can accessed at <https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources>, file name “Program Areas in NBS Reportable Disease 2016.xlsx.
- C. Use NEDSS as the primary surveillance system. If Grantee wishes to use an alternative primary surveillance system, it requires an implementation plan be negotiated and approved by the Unit and Grantee to ensure data is shared between both systems.
- D. Adhere to the Unit updated guidance when conducting surveillance and epidemiology activities including, but not limited to:
  1. The Emerging and Acute Infectious Disease Guidelines <http://www.dshs.texas.gov/IDCU/investigation/Investigation-Guidance.doc>;
  2. NEDSS Data Entry Guide- <https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources/>; and
  3. Epi-Case Criteria Guide- <https://www.dshs.texas.gov/IDCU/investigation/Guidance-Manuals/> .
- E. Conduct timely monitoring and management of incoming infectious disease laboratory reports. Ensure laboratory reports are entered into NEDSS when submitting a notification on a notifiable condition investigation.
- F. Maintain knowledge of all health care facilities, providers, and laboratories in the Grantee’s jurisdiction that are processing infectious disease laboratory reports not received through NEDSS. Provide technical assistance to these facilities, providers, and laboratories to ensure there is an established method for receiving and processing laboratory reports in a timely manner.
- G. Ensure the Epidemiologist(s):
  1. Conducts case and outbreak investigations on notifiable conditions reported through NEDSS;
  2. Provides technical assistance and guidance to other Grantee staff (e.g. communicable disease nurses) who are conducting case and outbreak investigations, responding to disease reports, implementing measures to prevent

- further spread of disease, or coordinating prophylactic measures where appropriate; and
3. Assesses the quality of surveillance data, perform analyses on surveillance data, and prepare situational updates on outbreaks.
- H. Attempt to complete one-hundred percent (100%) of questionnaires requested by the Unit. Complete and submit at least seventy-five percent (75%) of questionnaires related to all pertinent case and outbreak investigations within five (5) business days after the date requested by the Unit. Completed questionnaires include those in which the patient is contacted but refuses to answer a portion of or the entire questionnaire. Questionnaires for which no contact is made with the patient do not constitute a completed interview.

This applies to the notifiable conditions in this table.

Listeriosis	Salmonellosis Clusters
Shiga toxin-producing Escherichia coli (STEC) Clusters	

- I. Submit completed questionnaires related to notifiable conditions and outbreak investigations to DSHS through a secure electronic method to the designated Unit epidemiologist or to fax number (512) 776-7616 no later than one (1) business day after completion of interview.

This applies to the notifiable conditions in this table.

Cholera	Influenza A novel/variant
Listeriosis	Novel coronavirus
Salmonellosis Clusters	Shiga toxin-producing Escherichia coli (STEC) Clusters
Vibrio parahaemolyticus	Vibrio vulnificus infection
Vibriosis other or unspecified	

- J. For the notifiable condition Salmonellosis Clusters, attempt to complete questionnaires related to outbreaks and notifiable conditions by making a documented effort to contact the patient at least three (3) times, on different days, during normal business hours (8:00 a.m. – 5:00 p.m.). If these attempts fail, Grantee must make an effort to contact the patient at least once after normal business hours. Questionnaires where efforts to contact the patient were unsuccessful are considered lost to follow-up and are not considered a completed questionnaire.
- K. Investigate and document, through NEDSS, at least seventy-five percent (75%) of risk behavior and exposure information on select case investigations. This applies to the notifiable condition Hepatitis B, acute.
- L. For the conditions listed in the following table, ensure laboratories are contacted one-hundred percent (100%) of the time regarding the submission of required isolates for notifiable conditions reportable through NEDSS. Verify the isolates or those related to outbreak investigations have or will be submitted for confirmatory and/or molecular testing to the DSHS laboratory in Austin, Texas or to another public health laboratory as designated by DSHS and previously approved by the Unit.

Botulism foodborne	Botulism, infant
Botulism other/unspecified	Botulism wound
Cholera	Haemophilus influenzae (under 5 years old)
Listeriosis	Meningococcal disease (Neisseria meningitidis)
Shiga toxin-producing Escherichia coli (STEC)	Vibrio parahaemolyticus
Vibrio vulnificus infection	Vibriosis other or unspecified

- M. For the conditions listed in the following table, investigate and document at least ninety percent (90%) of confirmed and probable notifiable conditions correctly and completely within thirty (30) days of initial report.

Amebiasis	Amebic meningitis/encephalitis, other
Amebic meningoencephalitis, primary (PAM)	Botulism foodborne
Botulism, infant	Botulism other/unspecified
Botulism wound	Campylobacteriosis
Carbapenem-resistant Enterobacteriaceae (CRE)	Cholera
Cryptosporidiosis	Cyclosporiasis
Ebola hemorrhagic fever	Hemolytic uremic syndrome post diarrheal
Hepatitis E acute	Influenza A novel/variant
Influenza-associated pediatric mortality	Legionellosis
Listeriosis	Multi-drug Resistant Acinetobacter (MDR-A)
Novel coronavirus	Salmonella Paratyphi
Salmonella Typhi	Salmonellosis, non-Paratyphi/non-Typhi
Shiga toxin-producing Escherichia coli (STEC)	Shigellosis
Streptococcus invasive Group A	Streptococcus invasive Group B
Vancomycin-intermediate Staphylococcus aureus (VISA)	Vancomycin-resistant Staphylococcus aureus coagulase-positive (VRSA)
Vibrio parahaemolyticus	Vibrio vulnificus infection
Vibriosis other or unspecified	Yersiniosis

- N. Respond to each quarterly report provided by the Unit regarding results for performance measures H through M. Responses are due twenty (20) business days after the date the quarterly report was provided by the Unit. Responses must be submitted by electronic mail to [EAIDBcontracts@dshs.texas.gov](mailto:EAIDBcontracts@dshs.texas.gov).
- O. Follow corrective action plan issued by the Unit for any performance measure needing improvement.

- P. Maintain open communication with other local health departments, regional health departments, and/or the Unit as necessary to ensure investigations are conducted efficiently and expeditiously.
- Q. Follow the Grantee's established process for notifying another public health entity when a known or potential case or an exposed contact resides in that public health entity's jurisdiction. The notification must begin within one (1) business day.
- R. Ensure the respective regional health department and the Unit are informed of certain suspected cases and outbreaks. Also keep the regional health department and the Unit up-to-date on significant developments for the duration of those investigations.
- S. Educate, inform, and train the medical community and local providers on the importance of reporting notifiable conditions within Contractors jurisdiction. Ensure that providers collecting and shipping specimens for testing by the DSHS Laboratory adhere to collecting and shipping guidance in the Emerging and Acute Infectious Disease Guidelines.
- T. Present local training on epidemiology and surveillance related rules and regulations as requested. Conduct local level data analysis and utilize recent data findings to target and share recommendations/best practices for preventing disease spread.
- U. Participate in outbreak/cluster-related conference calls and responses relevant to the Grantee's jurisdiction as directed by DSHS.
- V. Participate in quarterly conference calls, scheduled by the Unit, to provide updates, progress reports, and other necessary communications.
- W. Work with DSHS during any technical reviews and quality assurance visits conducted by DSHS;
- X. Ensure that preparedness activities include infectious disease epidemiology and surveillance. These activities may include: planning and conducting preparedness exercises, providing technical assistance for community health assessments, developing community health improvement plans, and participating in Community Assessment for Public Health Emergency Response (CASPER). For more information on CASPER can be found at the following link.  
<https://www.cdc.gov/nceh/hsb/disaster/casper/default.htm>)
- Y. Provide epidemiology surge capacity to surrounding jurisdictions in the event of a major statewide or regional outbreak or disaster, as directed by DSHS.
- Z. Retain at least one Epidemiologist(s) dedicated to conducting infectious disease surveillance and epidemiology activities. The Epidemiologist(s) must have a Master of Public Health (MPH) or equivalent degree, or at least two years working experience as an Epidemiologist performing infectious disease epidemiology and surveillance activities.

- AA. Require its staff to attend training, conferences, and meetings, as directed by the Unit. Epidemiologist(s) funded by this contract will be required to attend the workshop and training listed below. Should additional funding become available, other DSHS sponsored training, workshops, and conferences may be attended with prior Unit approval.
  - 1. The annual Epidemiology and Laboratory Capacity (ELC) Workshop conducted by the Unit or another Unit-approved substitute training; and
  - 2. The DSHS NEDSS training, including certification, to be completed within sixty (60) days of hire (if not already a certified NEDSS user).
- BB. Obtain prior approval from the Unit of any redirection of duties for Epidemiologist(s) funded by this contract.
- CC. Notify the Unit within forty-eight (48) hours of any personnel actions, including the details and outcome of such actions, involving any staff funded by this contract. A written report will be submitted to the Unit within seventy-two (72) hours of the personnel actions. Personnel actions include issues that develop regarding violations of the project, state, and/or Federal policies, procedures, requirements, and laws.
- DD. Ensure staff funded by this contract are compliant with the following Texas rules and statute related to infectious disease data confidentiality and security:
  - 1. Texas Administrative Code (TAC), Title 25 Health Services, Section 97.10-  
[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p\\_dir=&p\\_rloc=&p\\_tloc=&p\\_ploc=&pg=1&p\\_tac=&ti=25&pt=1&ch=97&rl=10](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=25&pt=1&ch=97&rl=10); and
  - 2. Texas Health and Safety Code 81.046-  
<https://statutes.capitol.texas.gov/Docs/HS/pdf/HS.81.pdf>.
- EE. Ensure newly hired staff funded by this contract successfully complete local confidentiality and security training 30 days from hire and continue to receive refreshed training as appropriate thereafter.
- FF. Implement a monitoring system to detect breaches in confidential data and security of protected health information.
- GG. Continue to use established communication procedures when relaying patient documentation for jurisdictions located outside of Texas regarding patients that live in that jurisdiction.
- HH. Coordinate with the appropriate Unit staff member when an investigation in the grantee jurisdiction extends outside of Texas and is considered high profile (e.g. involvement from the Commissioner of Health).
- II. Submit a monthly report that lists all reported clusters and outbreaks along with information on investigation findings on the tracking sheet provided by the Unit. Monthly reports are due on or before the 15th of each month. Each report must cover activities that occurred during the preceding month. Submit monthly reports by electronic mail to [EAIDBcontracts@dshs.texas.gov](mailto:EAIDBcontracts@dshs.texas.gov). All reports should be clearly identified with

the Grantees Name, Contract Number, IDCU/SUR, and the month the report covers.

- JJ. Provide a written report, when requested by the Unit, detailing at least three (3) success stories relating to disease investigations and/or epidemiological work conducted by staff funded by this contract.
- KK. Complete the Vacancy Report whenever an Epidemiologist position funded by this Contract has become vacant and again when the vacancy has been filled. Within five (5) business days of the vacancy, the Vacancy Report must be submitted by email to [EAIDBcontracts@dshs.texas.gov](mailto:EAIDBcontracts@dshs.texas.gov). Vacant positions existing for more than sixty (60) days may result in a decrease in funds.
- LL. Complete the DSHS programmatic budget update form quarterly. Within five (5) days of the end of the quarter, the form must be submitted by email to [EAIDBcontracts@dshs.texas.gov](mailto:EAIDBcontracts@dshs.texas.gov).
- MM. Grantee shall initiate the purchase of all Equipment approved in writing by the DSHS in the first quarter of the Contract term, as applicable. Failure to timely initiate the purchase of Equipment may result in the loss of availability of funds for the purchase of Equipment. Requests to purchase previously approved Equipment after the first quarter in the Contract must be submitted to the assigned DSHS contract manager.
- NN. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.
- OO. Grantee shall maintain an inventory of Equipment, supplies defined as Controlled Assets, and real property and submit an annual cumulative report of the equipment and other property on DSHS Contractor's Property Inventory Report at <https://www.dshs.texas.gov/IDCU/investigation/Guidance-Manuals/> to the assigned DSHS contract manager by e-mail not later than October 15 of each year.
- PP. DSHS funds must not be used to purchase buildings or real property without prior written approval from the DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

## II. PERFORMANCE MEASURES

DSHS will monitor the Grantee's performance of the requirements in **ATTACHMENT A-1 REVISED STATEMENT OF WORK** and compliance with the Contract's terms and conditions.

## III. INVOICE AND PAYMENT

- A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.state.tx.us/grants/forms.shtm>. Voucher and any supporting



documentation will be mailed, submitted by fax, or submitted by electronic mail to the addresses/number below.

Department of State Health Services  
Claims Processing Unit, MC 1940  
1100 West 49th Street  
P.O. Box 149347  
Austin, Texas 78714-9347  
FAX: (512) 776-7442  
EMAIL: [Invoices@dshs.texas.gov](mailto:Invoices@dshs.texas.gov)  
EMAIL: [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov)  
EMAIL: [EAIDBcontracts@dshs.texas.gov](mailto:EAIDBcontracts@dshs.texas.gov)

- B. Grantee will be paid on a cost reimbursement basis and in accordance with **ATTACHMENT B BUDGET** of this Contract. Travel costs must not exceed General Services Administration (GSA) rates located at <https://www.gsa.gov/travel/plan-book/per-diem-rates> unless the Grantee has an established travel policy that has been reviewed and approved by DSHS.
- C. Grantee will submit requests for reimbursement (Form B-13) and financial expenditure template monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiate invoices and make the documentation available to the DSHS upon request. In the event a cost reimbursed under the Contract is later determined to be unallowable then the Grantee will reimburse DSHS for that cost.
- D. Grantee will submit quarterly FSRs to DSHS by the last business day of the month following the end of each quarter of the Contract for DSHS review and financial assessment.
- E. Grantee will submit request for reimbursement (B-13) as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement requests received in the DSHS office more than forty-five (45) calendar days following the termination of the Contract may not be paid.
- F. Grantee will submit a final FSR for the service period of September 1, 2019 through August 31, 2020 by October 20, 2020. Grantee will submit a final FSR for the service period of September 1, 2020 through August 31, 2021 by October 20, 2021.

## Certificate Of Completion

Envelope Id: 6DAC1FA22B4146D2A43E4A68C26DE37D

Status: Sent

Subject: Amending \$165,000; HHS000436300015; Hays County A-1; DSHS/CMS/LIDS/IDCU-SUR

Source Envelope:

Document Pages: 18

Signatures: 0

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Certificate Pages: 2

Initials: 0

Texas Health and Human Services Commission

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4/23/2020 11:03:39 AM

Holder: Texas Health and Human Services

Commission

PCS\_DocuSign@hhsc.state.tx.us

Location: DocuSign

## Signer Events

### Signature

### Timestamp

Ruben Becerra

judge.becerra@co.hays.tx.us

Hays County Judge

Hays County

Security Level: Email, Account Authentication  
(None)

Sent: 4/23/2020 11:09:55 AM

Viewed: 4/23/2020 12:45:37 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lara Lamprecht

lara.lamprecht@dshs.texas.gov

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## In Person Signer Events

### Signature

### Timestamp

## Editor Delivery Events

### Status

### Timestamp

## Agent Delivery Events

### Status

### Timestamp

## Intermediary Delivery Events

### Status

### Timestamp

## Certified Delivery Events

### Status

### Timestamp

## Carbon Copy Events

### Status

### Timestamp

CMS inbox

cmucontracts@dshs.texas.gov

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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Sent: 4/23/2020 11:09:55 AM

Caeli Paradise

Caeli.paradise@dshs.texas.gov

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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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 execution of an Equipment Calibration & Maintenance Agreement with FarrWest Environmental Supply, Inc. related to the maintenance of HazMat Monitoring Equipment funded through the Office of the Governor, Homeland Security grants program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 28, 2020	N/A

#### LINE ITEM NUMBER

001-656-99-119.5411

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Raul Reyes	BECERRA	N/A

#### SUMMARY

The Commissioners Court authorized the execution of the Hays County HazMat Team Monitor Maintenance grant from the Office of the Governor Homeland Security Grants Division on October 22, 2019. This agreement will provide funding for the maintenance of the monitoring equipment to respond and detect chemical, biological, radiological, nuclear or explosive (CBRNE) in the event of a terrorist attack. Grant funds will be utilized for all expenses.

Grant Number: 3529702

Grant Period: 9/1/2019 - 9/30/2020

Attachment: FarrWest Multi-Year Equipment Calibration & Maintenance Program



# FARRWEST

## Multi-Year Equipment Calibration & Maintenance Program

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This Multi-Year Equipment Calibration and Maintenance Program Agreement ("Agreement") is made according to the following terms between HAYS COUNTY, TEXAS ("County") and FarrWest Environmental Supply, Inc ("Farrwest"). The following outlines the equipment and services contemplated under this Agreement by FarrWest in addition to the responsibilities assigned to HAYS COUNTY. This program will begin on October 1, 2019 and be in effect until September 30, 2020 with 3 renewal options.

### **Maintained Equipment**

Equipment owned and operated by HAYS COUNTY, calibrated and maintained by Farrwest.

- 4 x RAE Systems AreaRAE Pro (Sensors: 10.6eV ppb, CO, H2S, LEL, O2) Pumped
- 3 x RAE Systems MultiRAE Lite (Sensors: 10.6eV, LEL, CO, H2S, Cl2, O2) Pumped
- 11 x Thermo Scientific RadEye-G (*annual calibration*)
- 10 x Level A Suits (*annual pressure-testing*)

### **Supplied Program Services**

- 90 Day On-Site Service and Calibration Cycles
- Event Monitoring Support, as needed
- Annual Gas monitoring and equipment training class
- 24/7 Live support with RAE Certified Technician and Certified Hazmat Technician
- Loaner Equipment provided for down equipment

### **Performance Standards**

- (a) Every **90 days** FarrWest will come on-site to one or more specified locations to inspect, clean, maintain and calibrate the instrumentation outlined above. The monitors will be serviced in preparation for the next service cycle.
- (b) FarrWest will perform repairs for damage or failure occurring during normal usage of equipment. All associated costs, parts and labor with these repairs will be the responsibility of FarrWest, except where otherwise noted. Usually, these repairs can be completed on-site, but occasionally Farrwest may need to take equipment back to its facility for repair. Any equipment taken from location will be returned promptly once repaired.
- (c) FarrWest will be responsible for any and all sensor replacement, should a sensor fail to calibrate, ***including*** exotic sensors (ie. HCN or any sensor that doesn't have a 2 year warranty) except where otherwise noted.
- (d) Instruments marked *Verification-only* will be maintained to their manufacturers specifications, usually a yearly calibration or optimization. These instruments will also receive an operational test during the normal service cycle. ***Any repairs on verification-***

***only equipment in excess of \$300 will be the responsibility of HAYS COUNTY and will be invoiced separately.***

- (e) All radiation equipment that requires calibration will be sent to a 3<sup>rd</sup> party, approved radiation lab for annual calibration and adjustment, at the expense of FarrWest. All equipment will be verified for proper working order during quarterly maintenance schedule. ***Any repairs on radiation equipment in excess of \$300 will be the responsibility of HAYS COUNTY and will be invoiced separately.***
- (f) All chemical and biological equipment (Smiths Detection) will be verified to proper working order during scheduled maintenance visits. ***Any repairs on chemical and biological equipment in excess of \$300, will be the responsibility of HAYS COUNTY and will be invoiced separately.***
- (g) Due to cost and technology involved, FarrWest will not be responsible for the repair or maintenance of weather related modules or attachments bundled with gas detection, radiation, chemical and biological, or any other equipment. This includes, but is not limited too RAEMet Sensors. ***Any repairs on weather stations, sensors, modules or other weather sensing/reporting equipment will be the responsibility of HAYS COUNTY and will be invoiced separately.***
- (h) Instruments labeled by the manufacturer as “discontinued” or having reached “end of life” cannot always be maintained due to scarcity of repair parts and sensors. These instruments will be considered as “calibration-only”. Calibration-only instruments receive the same interval calibration, but any repairs will be billed separately. All calibration-only instruments will be designated as such in this contract.
- (i) All supplied equipment (Farrwest owned) will be provided with the accessories necessary for proper operation at the time of supply. Maintained equipment (HAYS COUNTY owned) is expected to have arrived with all necessary accessories at time of purchase. Replacement accessories (i.e. chargers, charging cradles, protective boots, etc) will be provided, up to 3% of the yearly cost of contract per instrument, per year. ***The cost for replacement accessories beyond this dollar amount will be the responsibility of HAYS COUNTY and will be invoiced separately.***

#### **Program Updates or Alterations**

- (a) Sensor-type changes (i.e. replacing a Hydrogen Sulfide (H<sub>2</sub>S) sensor with an Ammonia (NH<sub>3</sub>) sensor) can be done at the request of HAYS COUNTY on supported equipment, but may require a change in contract amount to reflect higher cost of sensors and calibration standards.
- (b) If *additional* equipment is added to this program during the course of the contract, the contract will be amended for the cost of maintaining the new equipment. The maintenance pricing of additional equipment will be charged in accordance with current contract pricing and will be prorated for the remainder of the contract. Any other associated costs with the equipment upgrade such as additional calibration gases or consumables will be the responsibility of HAYS COUNTY.

#### **Documentation and Support**

- (a) FarrWest will maintain all service records and provide a copy of those records to HAYS COUNTY. Farrwest will also provide a login to the Farrwest customer portal in order to obtain copies of calibration and repair documents.
- (b) FarrWest will provide loaner units, usually within 24hrs of notice; in the event of unit failure between service intervals for all Maintained and Supplied equipment. Calibration-only

equipment will only receive a loaner after a repair invoice has been approved. Due to variety of equipment, exact loaner types may vary, below is the expected loaner type for each type of equipment:

HAYS COUNTY Instrument	FarrWest Loaner
AreaRAE Pro	RAE Systems AreaRAE Series
MultiRAE Lite	RAE Systems MultiRAE Series
RadEYE-G	Thermo Scientific RadEye Series

- (c) Farrwest will provide 24/7/365 phone support for equipment or technical problems with a 1-hour response and solution time.
- (d) FarrWest will maintain that it is a factory authorized service facility and will maintain RAE Systems, Sensit Technologies, and Smiths Detection advanced certified technicians on staff at all times. Farrwest will also maintain a Pro-Board Certified Hazmat technician on staff for any technical questions.

**Customer responsibilities:**

- (a) **Lost, stolen, or destroyed equipment – HAYS COUNTY** agrees to be responsible for the replacement costs of any Supplied equipment that is lost, stolen or destroyed while in its possession.
- (b) **Return of Equipment –**
  - **At Termination – HAYS COUNTY** agrees to promptly return ALL of the equipment supplied under the terms of this agreement following the termination of said agreement. This may occur at the conclusion of the contract pursuant to the Miscellaneous Provisions below.
  - **Loaner Equipment – HAYS COUNTY** agrees to return loaner equipment to Farrwest promptly upon receiving their repaired equipment. As loaner equipment is taken from Farrwest’s rental fleet, **unnecessarily extended** loaner periods result in a loss of rental revenue, which may be recouped from **HAYS COUNTY** in the form of a rental invoice for payment by **HAYS COUNTY**.
- (c) **Equipment Issues between service intervals –** Many equipment issues can be fixed over the phone or by email, eliminating the cost of shipping the instrument back and forth. **HAYS COUNTY** agrees to contact Farrwest, either by phone or email, prior to sending equipment in for service. Unnecessary shipping costs may be recouped in a separate invoice.
- (d) **Renewal –** At the end of this initial agreement, HAYS COUNTY will be given the opportunity to renew the maintenance program for an additional 3 individual, 12-month periods. Payment of a delivered invoice after the conclusion of the preceding annual term will signal acceptance of a renewal.
- (e) **Purchasing Contracts –** For ease-of-purchasing, FarrWest Environmental Supply is a vendor on both the Houston-Galveston Area Council (**HGAC**) Cooperative Purchasing Program and BuyBoard Cooperative Purchasing Program. FarrWest’s HGAC contract number is EP11-17. FarrWest’s BuyBoard contract number is 524-17. The price below reflects the discount pricing from these programs.
- (f) **Annual Fee for Equipment and Service –**
  - An annual payment of **\$9,777.65** will be made to FarrWest for the above program. This payment can be made quarterly or monthly.

**Miscellaneous Provisions:**

- (a) **Termination** – Either Party to this Agreement may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party and the breach remains uncured at the end of 30 days. Such notices shall be sent to the contact on the signature page. If County terminated this Agreement due to Farrwest’s uncured breach, Farrwest will refund any prepaid amounts on a prorated basis based on the effective date of termination.
- (b) **Unavailability of Funds** - If sufficient funds are not appropriated or otherwise legally available to pay the costs associate with this Agreement, County may terminate this Agreement.
- (c) **Effect of Termination** – Upon termination of this Agreement, County remains responsible for any fees outstanding or incurred before the effective date of termination.



Farrwest Environmental Supply

HAYS COUNTY

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: Farrwest Environmental Supply  
108 Commercial Place, Suite 200  
Schertz, Texas 78148  
\_\_\_\_\_

Address: Hays County  
Attn: County Judge's Office  
111 East San Antonio Street, Suite 300  
San Marcos, Texas 78666

## 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 Sheriff's Office to utilize CPI/Guardian for a Property and Evidence Packaging System for the New Jail Addition and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 28, 2020	\$9,648

#### LINE ITEM NUMBER

006-852-94-200.5719\_700

#### 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 Jail Executive Committee and Project Management Team have reviewed multiple vendor options for a Property and Evidence Packaging System, however, were unable to locate a vendor that offers this model. The Sheriff is currently utilizing the Guardian Sealer, therefore, would like to utilize this vendor to add the personal property package to complete this system. Funds were included in the Public Safety Bond Fund for this purchase.

Attachment: CPI/Guardian Quote #208025  
Sole Source Letter

Budget Amendment:  
Decrease Office Equipment\_Operating  
Increase Misc Equipment\_Capital



## AUTHORITY TO EXECUTE PROJECT DECISIONS (AEPD)



**AUTHORIZED BY HAYS COUNTY COMMISSIONERS COURT JANUARY 24, 2017**

**Criteria:**

1. Within the Public Safety Bond Program managed by ECM International, Inc.
2. Cost(s) do not increase the Commissioner's Court accepted Program Budget or Total Project Cost.
3. Procurement procedures compliant with Hays County Purchasing Department guidelines.
4. Authorized by the appropriate designated 'Executive Committee' Representative, if designated, otherwise by the Hays County Auditor.
5. Each authorized change of scope item(s) shall result in reallocation of no more than \$50,000.00. Unless, the reallocation was approved by Commissioners Court which will be indicated by the check boxes below.

☒ Under \$50,000.00
 ☐ Approved by Commissioners Court on \_\_\_\_\_

Agreement of the above criteria shall be by signature of:

- i. ECM International.
- ii. Executive Committee Representative.
- iii. Hays County Auditor.

After evidence of such agreement is noted below, the Hays County Commissioner, Precinct #1 shall authorize by signature.

### PROJECT BUDGET AUTHORIZATION

Date: April 22, 2020

**Description of Change:**

The attached CPI Guardian quote 208025 dated 04/6/2020 is for the purchase of a Guardian Property and Evidence Packaging System for the Jail. The quote, attached specifications and sole source letter is attached as back-up. The purchasing policy exemption will be considered in court on 4/28/2020. The total quote is for \$9,648.00 to be funded from the Public Safety Bond.

**Authorized Amount:**

\$ 9,648.00

**Recommended for Approval:**

**Codi M. Newsom**

Digitally signed by Codi M. Newsom  
DN: C=US, E=cnewsom@ecmintl.com,  
O=ECM International, CN=Codi M. Newsom  
Date: 2020.04.22 15:17:57-05'00'

ECM / Vanir Project Manager _____ Date _____	Executive Committee Representative _____ Date _____
Hays County Auditor _____ Date _____	Debbie Gonzales Ingalsbe Hays County Commissioner, Pct. 1 _____ Date _____



CPI/Guardian  
615B Grand Central St.  
Clearwater, FL 33756  
(800)299-2596

Bill to Name / Address
Hays County Sheriff's Office Lt. Eric Batch 1307 Old Uhland Rs San Marcos, TX 78666

[illegible]

See our other products at [www.cpiguardian.com](http://www.cpiguardian.com)

<b>Subtotal</b>	\$9,648.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$9,648.00

140



01/25/2020

To Whom it may concern:

Clearwater Packaging, Inc. d/b/a CPI/Guardian, is the sole source provider and patent holder of the Guardian Property and Evidence Packaging System, by CPI/Guardian, U.S. Patent# 7,013,619 B2. This system secures jail inmate personal property in a 100% tamper evident package for secure storage. Clearwater Packaging is the sole supplier of materials and parts for this system.

CPI/Guardian is the sole source provider of the Property Room Expander (PRE5) system for storage of inmate clothing. This system uses a vacuum bag to store inmate clothing in a compact, odor free, hygienic manner and provides a signature block for tamper evidence. CPI/Guardian is the Copyright holder and sole provider of this bag.

Please direct any questions to:

Cory Hoover  
General Manager  
CPI/Guardian  
615B Grand Central St  
Clearwater, FL 33756  
(800)299-2596

**CPI GUARDIAN**

615B Grand Central St.  
Clearwater, FL 33756

Phone: 800-299-2596  
[www.cpiguardian.com](http://www.cpiguardian.com)

**Property and Evidence Packaging System**

\*All prices are subject to change

Personal Property System	
<b>Price</b>	\$ 8,995.00
<b>Delivery</b>	F.O.B Clearwater, FL
<b>Warranty</b>	3 Year full Coverage, Parts, Labor, Freight
<b>Sourcing</b>	Patented, Sole Source Provider

Paper & Plastic (Packaging)	
<b>Price</b>	\$ 0.73 / inmate
<b>Size</b>	Paper 14" X 16" - Plastic 15.5" X .008
<b>Printed</b>	1 Color with Signature Block
<b>Lead Time</b>	Stock, Immediate Shipping



Specifications	
<b>Dimensions</b>	29" X 24" X 29" (W X L X D)
<b>Weight</b>	160 lbs.
<b>Power Req.</b>	208V, 30 Amp, Single Phase 60HZ,
<b>Controls</b>	All adjustable controls locked behind panel
<b>Operation</b>	Two button operation
<b>Air Req.</b>	None
<b>Safety Switch</b>	Emergency button halts cycle, "pinch free" drive
<b>Cut off</b>	Sliding Unit
<b>Training</b>	Training Video/Pictures Provided



**CPI GUARDIAN**

615B Grand Central St.  
Clearwater, FL 33756

Phone: 800-299-2596  
[www.cpiguardian.com](http://www.cpiguardian.com)

## Property Room Expander 5 (PRE5)

\*All prices are subject to change

Property Room Expander	
<b>Price</b>	\$ 8,995.00
<b>Delivery</b>	F.O.B Clearwater, FL
<b>Warranty</b>	3 Year full Coverage, Parts, Labor, Freight

Small Bags	
<b>Price</b>	\$ 0.50 / Bag
<b>Size</b>	18" X 28"
<b>Printed</b>	1 Color with Signature Block
<b>Lead Time</b>	Stock

Large Bags	
<b>Price</b>	\$ 0.70 / Bag
<b>Size</b>	24" X 32"
<b>Printed</b>	1 Color with Signature Block
<b>Lead Time</b>	Stock

Specifications	
<b>Dimensions</b>	39.5" X 35.875" X 64" (W X L X H) (Open)
<b>Weight</b>	525 lbs.
<b>Power Req.</b>	110V, 20 Amp
<b>Controls</b>	Lock Protected Preset for Jail Use
<b>Operation</b>	Hands free, Semi-Automatic
<b>Training</b>	Training Video/Pictures Provided



## 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 Service Agreement (PSA) between Hays County and LNV, L.L.C. to provide professional engineering and other design support services related to a Wimberley Valley Multi-Modal and Trail Extension as part of the 2016 Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	April 28, 2020	\$1,500,000

#### LINE ITEM NUMBER

034-803-96-780-]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	SHELL	N/A

#### SUMMARY

The Wimberley Valley Multi-Modal and Trail Extension has been identified as a priority Pedestrian Walkway and Bicycle Transportation project for Precinct 3 and the County. The project will identify routes, study, and design the extension of Winters Mill Trail and additional trails in Precinct 3, along with the creation of multi-modal infrastructure in other areas of the Wimberley Valley. Inventory and recommendation of connector trails/bike lanes/sidewalks will improve the quality of life and health of residents as well as attract tourists and thereby improve the local economy. Funding for the Multi-Modal and Trail Extension would come from the County's 2016 Road Bond Program Pedestrian Walkway and Bicycle Transportation bucket [25-780-034].

LVN was identified as the highest-ranking respondent through RFQ 2020-Q04 for the requested services and was selected to negotiate a contract on February 18, 2020. The process to initially select an engineering consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.



**HAYS COUNTY**  
**CONTRACT FOR ENGINEERING SERVICES**

**FIRM:** LNV, L.L.C. (“Engineer”)  
**ADDRESS:** 7500 Rialto Blvd., Bldg. 1, Suite 240 Austin, Texas 78735  
**PROJECT:** Wimberley Valley Trail Extension and Multi-Modal Project (“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 **One Million Five Hundred Thousand Dollars (\$1,500,000)** (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:

LNV, L.L.C.  
Attn: James M. Sassin, P.E.  
7500 Rialto Blvd., Bldg. 1, Suite 240  
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:** LNV, L.L.C.  
Attn: James M. Sassin, P.E.  
7500 Rialto Blvd., Bldg. 1, Suite 240  
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\_\_\_\_

  
04/15/2020



**ENGINEER**

LNV, L.L.C.

By  \_\_\_\_\_

Printed Name: Derek Naiser, P.E.

Title: Managing Principal

Date: April 13, 2020

### **LIST OF EXHIBITS ATTACHED**

- |                      |                           |
|----------------------|---------------------------|
| (1) <b>Exhibit A</b> | Debarment Certification   |
| (2) <b>Exhibit B</b> | Engineering Services      |
| (3) <b>Exhibit C</b> | Work Authorization        |
| (4) <b>Exhibit D</b> | Rate Schedule             |
| (5) <b>Exhibit E</b> | 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;

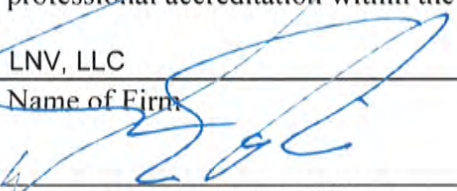
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(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.

LNV, LLC

Name of Firm

  
Signature of Certifying Official

Derek Naiser, P.E.

Printed Name of Certifying Official

Managing Principal

Title of Certifying Official

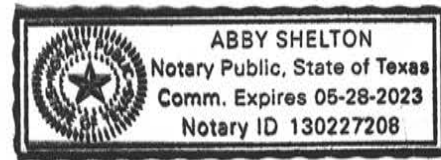
(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

\* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Abby Shelton  
the 13 of April, on behalf of  
said firm.

Abby Shelton  
Notary Public in and for the  
State of Texas

My commission expires: 05/28/2023



## **Exhibit “B”**

### **Scope of Services**

#### **Hays County, Texas**

#### **Wimberley Valley Trail Extension & Multi-modal Project**

##### **PROJECT DESCRIPTION:**

The Wimberley Valley Trail Extension and Multi-Modal Project represents an effort by Hays County to develop a multi-year vision that aims to thread together the encompassing municipalities and the unincorporated areas with a multi-modal trail system that serves to connect people with nature, to promote well-being and to link together regional points of interest within the community.

The first phase of this project will include the development of a multi-modal infrastructure master plan that focuses on connecting the various community points of interest such as the Wimberley Square, neighboring schools, the Blue Hole Regional Park, Winters Mill Parkway, the City of Woodcreek, the nature preserves, the Jacobs’ Well Natural Area and N. Woodcreek POA to form a continuous hike and bike loop corridor. The planning scope of work will generally include consolidating the work of previous planning efforts, identifying potential route alignments, evaluating the feasibility of various street and trail geometries and recommending improvements for implementation. In addition to the planning effort, the scope of work will include prioritizing the design of the Old Kyle Road trail extension, as well as, including potential additional trail segments within Hays County Precinct 3 and other areas of the Wimberley Valley. The top priority segment which is determined through master planning, stakeholder outreach and funding analysis will be brought forward into the design process and PS&E will be developed in the second phase.

The project planning will generally begin with data gathering and inventorying existing bicycle, pedestrian and multi-use trails and any associated connectors to points of interest such as parks, greenspaces, neighborhoods, employment centers, shopping areas, schools and other community resources. Upon completion of the inventory and evaluation, and after receiving input from the community’s primary stakeholders, potential pedestrian and bicycle routes and trail connectors will be evaluated and presented for community input prior to determining a preferred planning alignment, typical geometric sections and anticipated project costs.

In support of the planning effort, the scope of work will also include identifying and providing recommended strategies for implementation and coordination by the County and partnering local governments and funding options such as Safe Routes to Schools and all trail related grants and loans at the Federal, State and Local levels.

Primary stakeholders and project partners in this study are anticipated to include Hays County, the City of Wimberley, the City of Woodcreek, Wimberley ISD and N. Woodcreek POA, and representatives of other entities, agencies, and miscellaneous interested groups. The future



improvements to be considered in this study will involve public ROW and voluntary dedication of ROW if needed and utility relocation along State, County, and City roadways and within State, County, City, and private property.

The scope of work itemized summary of tasks is as follows:

1. Perform multi-modal infrastructure planning and design that may include: the development of a multi-modal infrastructure master plan for the Wimberley Valley, the design of trails, bike lanes, and sidewalks that may or may not be integrated alongside roadways, the design of related drainage and storm water management systems, the design of multi-modal facilities that meets the needs of disabled individuals.
2. Prepare various engineering documents that may include maps, conceptual/schematic drawings, estimates, traffic studies, and environmental analysis.
3. Investigate funding sources and the submission requirements of each possible source. Federal, State and local grants and funding sources will be part of the investigation. Procurement and DBE requirements must be clearly outlined for each possible funding source.
4. Surveying for ROW acquisition will be a minor factor in the master planning effort. ROW acquisition documentation will be prepared during PS&E but actual acquisitions will be performed by others.
5. Physical location of utilities, utility relocation options, and preliminary provider contact will be required as part of this planning process.

### **BASIC SERVICES:**

1. Project Management throughout the project period of performance will include but is not limited to:
  - Coordination
  - Meetings
  - Progress reports
2. Public Involvement and Master Plan Development
  - Stakeholder presentations
  - Master plan development
  - Stakeholder focus group meetings
  - Social media
  - Draft conceptual trail plans
  - Master plan reporting and adoption
3. Capital Improvement Plan (CIP), Benefit Cost Analysis and Concept Design



- Preliminary trail segments, developed and prioritized
- Basic CIP
- Top priority segment planning identification

#### 4. Pursuit of Funding

- Cost-benefit criteria
- Available funding opportunities

#### 5. Consultant Plans, Specifications and Estimate for Priority Segment

- Traffic Engineering Services
- SUE
- Environmental
- Geotechnical
- ROW Data
- Surveying and Photogrammetry
- Roadway/Bikeway/Landscape/Wayfinding Design
- Drainage Design
- Signing, Marking and Signalization
- Miscellaneous
- Index of Sheets
- Traffic Control Plans, Detours, and Sequence of Construction
- Construction Estimate
- Bidding Phase Services
- Construction Phase Services

### **Consultant responsibilities.**

The Consultant will complete the following:

1. Work with County Staff, City Staff, stakeholder groups and other consultants to meet Hays County objectives.
2. Consider design input provided by the Hays County Transportation Department, TXDOT, and/or other consultants designated by the Transportation Department.
3. Review research and documentation provided by Hays County and other entities.
4. Meet with County staff, City Staff, stakeholder groups, and/or consultants designated by the Transportation Department as needed or requested during the course of the Project.
5. Provide design parameters for use as guidelines in final PS&E preparation.



6. Submit periodic Project Status Reports to Hays County, or its designees, to keep the County informed as to the progress of the project. These reports must accompany the Project invoices and shall be a condition for approval of the invoices. Reports shall be submitted no less often than every 30 days.
7. For all documents that are produced electronically, provide an electronic copy by email attachment or on CD or other electronic media to the Director of Transportation (or his designee).

### **Deliverables**

1. Master plan
2. Wimberley Valley Trail Extension and Multi-Modal Project CIP
3. Pursuit of Funding Memorandum
4. PS&E Bid Packages
5. Prepare ROW Documentation
6. Construction Phase Correspondence and documentation





## **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").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

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

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

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

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

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

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ENGINEER:

COUNTY:

[Insert Company Name HERE]

Hays County, Texas

By:\_\_\_\_\_

By:\_\_\_\_\_

Signature

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

#### LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

**EXHIBIT 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**



ARDURRA-01

KGODWIN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2020

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Ames &amp; Gough</b> <b>8300 Greensboro Drive</b> <b>Suite 980</b> <b>McLean, VA 22102</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (703) 827-2277</b>		<b>FAX (A/C, No): (703) 827-2279</b>
	<b>E-MAIL ADDRESS: admin@amesgough.com</b>		
<b>INSURED</b> <b>LVN, LLC</b> <b>801 Navigation Blvd.</b> <b>Suite 300</b> <b>Corpus Christi, TX 78408</b>	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Valley Forge Insurance Company A(XV)</b>		<b>20508</b>
	<b>INSURER B : National Fire Insurance Company of Hartford A(XV)</b>		<b>20478</b>
	<b>INSURER C : Continental Insurance Company A(XV)</b>		<b>35289</b>
	<b>INSURER D : Berkshire Hathaway Specialty Insurance Company</b>		<b>22276</b>
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

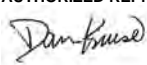
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liab.</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6075640222	1/1/2020	1/1/2021	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6075640236	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>C</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6075640270	1/1/2020	1/1/2021	EACH OCCURRENCE \$ <b>15,000,000</b> AGGREGATE \$ <b>15,000,000</b> \$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	6075640267	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>D</b>	<b>Professional Liab.</b>			47-EPP-306878-02	1/1/2020	1/1/2021	<b>Per Claim/Aggregate</b> \$ <b>5,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: WIMBERLEY VALLEY TRAIL EXTENSION AND MULTI-MODAL PROJECT

Hays County, its directors, officers and employees are included as additional insured with respect to General Liability, Automobile Liability, and Umbrella Liability when required by written contract. General Liability, Automobile Liability, and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employers' Liability  
 SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

<b>Hays County</b> <b>712 S Stagecoach Trail, Suite 1071</b> <b>San Marcos, TX 78666</b>	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 

**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Ames &amp; Gough</b>		NAMED INSURED <b>LNV, LLC</b> 801 Navigation Blvd. Suite 300 Corpus Christi, TX 78408	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:  
coverage. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation, Umbrella Liability, and Professional Liability policies in accordance with policy terms and conditions.

## **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: \_\_\_\_\_ Managing Principal \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_ LNV, LLC \_\_\_\_\_



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

LNV, LLC  
San Antonio, TX United States

**Certificate Number:**  
2020-606957

**Date Filed:**  
04/13/2020

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hays County, Texas

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Wimberly Valley Trail Ext.  
Professional Engineering, Architectural and/or surveying services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ardurra Group, Inc.	Tampa, FL United States	X	

**5 Check only if there is NO Interested Party.**

☐

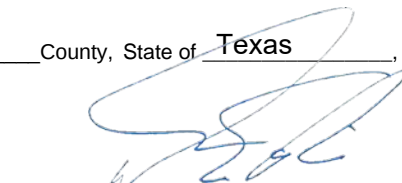
### 6 UNSWORN DECLARATION

My name is Derek Naiser, and my date of birth is 11/5/65.

My address is 8918 Tesoro, Suite 401, San Antonio, TX, 78217, US.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Kendall County, State of Texas, on the 13th day of April, 2020.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

**Hays County  
House Bill 89 Verification**

I, Derek Naiser (Person name), the undersigned  
representative of (Company or Business name) LNV, L.L.C.

(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.

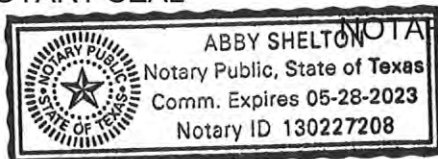
4/13/20  
DATE

  
SIGNATURE OF COMPANY REPRESENTATIVE

On this the 13 day of April, 2020, personally appeared

Derek Naiser, the above-named person, who after by me being  
duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Abby Shelton  
NOTARY SIGNATURE

04/13/2020  
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 2<sup>nd</sup> degree of consanguinity or affinity to either of the above<sup>(1)</sup> (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 relationships described above 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.

LNV, LLC  
Name of Vendor

[Signature]  
Signature of Certifying Official

Derek E. Naiser  
Printed Name of Certifying Official

Managing Principal  
Title of Certifying Official

4/13/20  
Date

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

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

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

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

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

## 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 select WSB Engineering to perform engineering design services for turn lane improvements to FM 2770 near the Flint Hills Distribution terminal and authorize staff and counsel to negotiate a contract.

#### ITEM TYPE

ACTION-ROADS

#### MEETING DATE

April 28, 2020

#### AMOUNT REQUIRED

TBD

#### LINE ITEM NUMBER

TBD

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

Jerry H. Borcharding

#### SPONSOR

JONES

#### CO-SPONSOR

N/A

#### SUMMARY

This action will provide for development of construction plans and associated coordination with TXDOT; and is in accordance with an agreement between Hays County and Flint Hills which includes a \$200,000 donation from Flint Hills for the proposed improvements. The original agreement with Flint Hills was executed on February 14, 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

Discussion and possible action to amend the CPL contract to include all COVID19 testing that is federally supported.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

April 28, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Villalobos

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

Backup documentation from the Lab wasn't available by the time of agenda posting so will be brought to 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

Discussion and possible action to authorize a salary exception at the 25th percentile for the Medical Assistant, slot 1130-001 at the Hays County Local Health Department for the TB Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 28, 2020	\$957

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

The Director of Countywide Operations is requesting the court to approve the hiring of the Local Health Department's TB Medical Assistant (MA) at the 25th percentile. The newly hired MA has over 10 years of clinical experience and satisfies all the required certifications.

##### Financial Impact:

	*Annualized	*FY20
Base Salary	\$2,106	\$790
Fringe	\$ 446	\$167
Total	\$2,552	\$957

## 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 execute renewal Test & Inspection Agreements with MCS Fire & Security for the Sheriff's Office related to Fire Alarm Service & Inspections at the Jail Facility and Fleet Maintenance Building.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 28, 2020	\$6,225

#### LINE ITEM NUMBER

001-618-03.5451

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

The Sheriff's Office, Jail Division is requesting to utilize MCS Fire & Security for fire alarm service and inspections for the Jail and Fleet Maintenance Building. These agreements are the continuation of Five - One year agreements, beginning October 1, 2016, ending September 30, 2021. Funds were budgeted in the Jail operating budget for this expense.

Attachments: MCS Fire & Security Renewal - Jail Facility - \$5,725  
MCS Fire & Security Addendum - Fleet Maintenance Building - \$500



## TEST & INSPECTION AGREEMENT

THIS AGREEMENT is made this 27th day of January 2020 by and between **Star Asset Security, LLC d/b/a MCS Fire & Security**, hereinafter called the "**Company**" and Hays County Law Enforcement Center - Fleet Maintenance Building hereinafter called the "**Customer**."

1. **THE SYSTEM** as described includes: ☒ Fire ☐ Intrusion Detection ☐ Access Control ☐ Video Surveillance ☐ Other \_\_\_\_\_ (the "System").

2. **SCOPE OF WORK:** The Company will perform the following inspection of the System ("Scope of Work") without liability during the term of this Agreement as described herein.

- |   |  |   |   |
|---|--|---|---|
| <input checked="" type="checkbox"/> Fire Alarm Annually | <input checked="" type="checkbox"/> Fire Sprinkler | <input type="checkbox"/> NVR/DVR          | <input type="checkbox"/> Magnetic Locks                           |
| <input type="checkbox"/> Detector Sensitivity Testing   | <input type="checkbox"/> Fire Pump                 | <input type="checkbox"/> Cameras          | <input type="checkbox"/> Electric Strikes                         |
| <input type="checkbox"/> Fire Extinguisher              | <input type="checkbox"/> Fire Backflow             | <input type="checkbox"/> Motion Detectors | <input checked="" type="checkbox"/> Other: SEE ADDENDUM PAGE      |
| <input type="checkbox"/> Emergency & Exit Lights        | <input type="checkbox"/> Fire Hoses                | <input type="checkbox"/> Door Contacts    | <input checked="" type="checkbox"/> Other: New Building Additions |
| <input type="checkbox"/> Fixed Suppression              | <input type="checkbox"/> Kitchen Hood Suppression  | <input type="checkbox"/> Card Readers     | <input type="checkbox"/> Other: _____                             |

3. **LOCATION:** The inspection of the System will be performed at the following address:

1301 Uhland, San Marcos, TX 78666

Unless otherwise specified in the Addendum, all newly installed system components installed by the Company in connection with this Agreement shall have a warranty, for a period of one (1) year, against all defects in material and workmanship.

4. **TERM, PAYMENT, RENEWAL:** The Customer agrees to pay the following:

**Coverage Period:** The Company shall perform the Scope of Work during the following term: 60 months (the "Initial Term").

\$ 500.00 per year (Plus Applicable Tax ) Billing frequency: Annually Payments \$ 500.00 billing frequency

The Company shall be entitled to receive payment in full within thirty (30) days after completion of the Scope of Work. Failure to make timely payments shall be subject to an additional 10% fee. Failure to make payments within ninety (90) days after the completion of the Scope of Work or after the completion of a progress period, shall provide the Company an option to terminate this agreement per the terms set forth below without prior notice.

On the expiration date of the Initial Term of this Agreement, the Agreement shall automatically renew for successive periods of one (1) year each, unless terminated in writing by either party not less than sixty (60) days prior to the expiration of the original term, or any renewal period. Upon renewal, service and payment therefore will be according to the terms and conditions as set forth in this Agreement.

The pricing set forth in this Agreement is based on the devices listed under the "Quantity of Devices to be Tested" section of this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price may, upon the Company's discretion, be increased accordingly. The Company may also increase prices, upon notice to the Customer or annually, to reflect increases in material and labor costs.

THE INSPECTION FEE IS SUBJECT TO CHANGE AS SET FORTH IN PARAGRAPH 13, BELOW.

5. **GENERAL TERMS AND CONDITIONS:**

- a. When inspection and/or test services are selected, such inspection and/or test shall be completed on the Company's then current Report form, which shall be provided to the Customer, and, where applicable, the Company may submit a copy thereof to the local Authority Having Jurisdiction (the "AHJ"). The Report and recommendations are only advisory in nature and are intended to assist the Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the system(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the system(s), equipment, and components lies with the Customer.
- b. This Agreement assumes the System covered to be in maintainable condition. If repairs are found necessary upon initial inspection, repair proposals will be submitted for approval. Should these proposals be declined, customer understands system may not meet State or Local standards and will be tagged accordingly. It is understood that repair, replacement, and emergency service are not covered by this Agreement unless specifically indicated under Services. All services under this Agreement will be performed during the normal working hours and days of the Company unless specifically outlined in the Addendum to this Agreement.
- c. Customer shall provide the Company with full and free access to the System to perform the inspection thereon. If the nature of the inspection requires, then Customer shall provide the Company with access to all spaces containing other system equipment and qualified technical personnel of which the System interfaces. The Customer will assist by providing the necessary ladders and/or lifts to reach any equipment located at or above 8 feet unless specifically outlined as a type of service.
- d. Service and Parts Exclusions:
  - Electrical work external to the System unless specifically noted in the Exhibit/Addendum
  - Repair or adjustments to any System or parts thereof not listed in the Exhibit/Addendum
  - Paper, ribbons, disk, tapes, bulbs, lamps, fuses, filters, etc. used for the operation of the System unless specifically noted in the Exhibit/Addendums
  - Modifications or enhancements to any firmware or hardware unless specifically noted in the Exhibit/Addendum
  - Service is covered from normal wear and tear, not covered for any acts of nature
  - Overtime work or testing unless specifically noted in the Exhibit/Addendum
  - Performance or payment bond
  - Temporary power, lighting, site water or trash removal
  - Any concrete work and all 120 volt work
  - Providing when required 2 phone lines at Fire Alarm Control Panel
  - Any painting or patching

- Any programming for a third party monitoring service and any Fire Alarm Panel/ Security Panel programming
  - Any additional devices required by the AHJ
  - Moves/adds/changes to system(s)
  - System(s) under construction
  - Batteries
- e. **Responsibilities of Customer:**
- Maintain and operate the System for its intended use and purpose.
  - To provide necessary equipment to reach inaccessible equipment and peripheral devices. If needed, the Company can provide a lift at the then current daily rate cost plus an additional processing fee. There is also a delivery charge for each delivery/pickup at current daily rate charge.
  - Supply suitable electrical supply service, standard 120V.
  - In the event of an emergency or system failure, reasonable safety precautions will be taken to protect life and property during the period of time from when the Company is first notified of the emergency or failure and until such time as the Company notifies the Customer that the system is operational or that the emergency has cleared.
- f **Scheduling:**In the event the Customer cannot comply with the agreed to date of inspection, a minimum rescheduling fee of \$260.00 can be charged at MCS Fire & Security discretion.
6. **TITLE TO EQUIPMENT:** Unless otherwise indicated in Paragraph 1 above, this Agreement is solely relating to the providing of inspection services by the Company. Unless the System is Customer-owned, as reflected above, all major components installed by the Company at any time while this Agreement is in force and effect, including, but not limited to transmitters, detection devices, bell boxes, and controls shall at all times remain the sole property of the Company. Upon expiration of this Agreement or on default by the Customer, the Company is authorized to enter the Customer premises and remove all Company-owned equipment. The Company shall have the right to bring an action for any and all damages for breach of contract in addition to removal of equipment. The Customer shall return said Company-owned equipment to the Company in good condition, reasonable wear and tear excepted, at the termination of this Agreement or any renewal thereof. Customer will not damage or permit any Company owned equipment to be taken or removed from the premises without the express written authority of the Company. In the event of loss and damage to any portion of the System, the Customer agrees to pay the Company the reasonable value for the replacement and/or repair of all such equipment. The Company shall not be liable for normal damage caused to the premises by installation or removal of equipment.
7. **CUSTOMER-FURNISHED EQUIPMENT:** If the System is Customer-owned, as reflected above and the Company has not agreed to service and maintain, the Customer shall have the sole responsibility for the operation of its equipment. The Company makes no representation or warranty regarding the Customer's System except to the extent contained in a System Purchase Order between the parties. The Customer shall furnish and maintain, at the Customer's sole expense, all equipment necessary for the connection of Customer-furnished equipment, including, but not limited to any computer equipment, firmware or software, cash registers, or automatic teller machines, to the System. The Company assumes no responsibility whatsoever for any modification, failure, defect, or malfunction of Customer-furnished equipment. The Company has the right to terminate service, without liability or penalty, in the event Customer-furnished equipment is not in good operating condition.
- Further, the Company assumes no responsibility for any failure of the System due to modification, upgrades and/or changes to Customer-furnished equipment and has the right to charge the Customer for necessary repairs and/or charges required to remedy such failure, or terminate service without liability or penalty.
8. **COMPANY LIABILITY:** THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD UP, FIRE, OR OTHERWISE. THE COMPANY DOES NOT REPRESENT THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED, OR THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED.
9. **COMPANY IS NOT AN INSURER: LIQUIDATED DAMAGES: LIMITATION OF LIABILITY:** The Company is not an insurer, insurance shall be obtained by the Customer. The payments provided for in this Agreement are based solely on the value of the service to be provided by the Company and are unrelated to the value of the Customer's property or the property of others on the Customer's premises. The Company makes no warranty, including any implied warranties of merchantability or fitness that the equipment or services supplied will prevent losses which the System or service is designed to detect or avert. Because of factors, including the uncertain amount or value of property on the premises, the uncertainty of the response time of police or fire department, the difficulty in ascertaining what portion of loss, if any, is caused by the failure of the service or equipment, and the nature of the service to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may result from the failure of the Company to perform the obligations imposed by this Agreement, including, but not limited to installation, maintenance, monitoring, and service or the failure of the equipment to properly operate.
- The Customer agrees that if the Company is found liable for damage because of its failure to perform any contractual obligations imposed by this Agreement, or because of a failure or malfunction of the System in any manner, the Company's liability shall be limited to a sum of six (6) monthly payments or Five Hundred (\$500.00) Dollars, whichever is less, as liquidated damages. This liability shall be exclusive and this liquidated damages provision shall apply if loss results directly or indirectly to persons or property, from breach of the contractual obligations, or from negligence, active or otherwise, of Company.
- The Customer, at its option, may obtain a higher liquidated damage sum by paying an increased monthly service charge to the Company. In the event that the Customer wishes the Company to assume greater liability, the Customer may, as a matter of right, obtain from the Company a higher limit by paying an additional amount to the Company, and a rider shall be attached hereto setting forth such higher limit and additional amount, but this additional obligation shall in no way be interpreted to hold the Company as an insurer.
- THIS AGREEMENT SHALL NOT BE BINDING UPON THE COMPANY UNLESS APPROVED IN WRITING BY AN OFFICER OF THE COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF THE COMPANY SHALL BE TO REFUND TO THE CUSTOMER THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY THE CUSTOMER UPON THE SIGNING OF THIS AGREEMENT.
10. **CUSTOMER'S DUTIES AS TO THE USE OF SYSTEM:** The Customer is responsible for testing and setting the alarm system on a daily basis. In the event of a defect or malfunction, the Customer shall notify the Company and, in the event the System is Company-owned or service and maintenance has been agreed to be provided, the Company shall repair such defect or malfunction within a reasonable time after receipt of such notice. The Customer is responsible for the repairs if the System is Customer-owned and service and maintenance have not been agreed to be provided. The Customer agrees to deactivate, remove or otherwise correct any condition of the premises which may interfere with the operation of the System during closed periods when the System is activated.
11. **SERVICE/EXTENDED MAINTENANCE; INSPECTIONS; COST OF REPAIRS:** This Agreement is not an agreement by the Company to provide service or extended maintenance of the System. The Company may agree to provide service and extended maintenance of the System under a separate agreement.
12. **PERMITS; LICENSES:** A permit or permits may be required by local ordinances before the police, fire or ambulance personnel will respond to emergency signals. It is the Customer's obligation to obtain and/or renew any required permits.
13. **INCREASE IN CHARGES:** Following the Initial Term, the Company shall have the right to increase the charges provided herein. The Company shall have the further right, at any time, to increase the charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement, and the Customer agrees to pay such increased charges.

14. **AUTHORIZED PERSONNEL:** The Customer will furnish a current written list of the names, titles, and residence telephone numbers of all persons who are authorized by the Customer to communicate with the Company with regards to opening and closing of the premises, and to which the Company is authorized to provide information of any type concerning the System or its operation. If required, all changes, revisions and modifications of the Customer's daily and holiday opening and closing schedules shall be made in writing.
15. **SUSPENSION OR CANCELLATION OF THIS AGREEMENT:** This Agreement may be suspended or canceled at the option of the Company if the Company's or the Customer's premises or equipment 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 action by any governmental authority or public utility. Upon such termination, the Company and the Customer agree and hereby do release each other from any and all liability whatsoever, including negligence to any degree of the parties arising out of this Agreement.
16. **ASSIGNMENT:** The Company shall have the right to assign this Agreement and the performance of any duties imposed by this Agreement. Customer may not assign its interest in this Agreement without the written consent of the Company.
17. **DEFAULT BY CUSTOMER:** If the Customer fails to make any payment as provided herein, the entire amount due under this Agreement for the balance of the Agreement period shall become immediately due and payable.
18. **THIRD PARTY INDEMNIFICATION:** IN THE EVENT ANY PERSON, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST THE COMPANY FOR ANY REASON RELATING TO THE COMPANY'S DUTIES AND OBLIGATIONS PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE DESIGN, INSTALLATION, MAINTENANCE, OPERATION, OR NON-OPERATION OF THE SYSTEM, THE CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEY'S FEES, WHETHER THESE CLAIMS ARE BASED UPON LOSSES ALLEGED TO HAVE BEEN CAUSED BY THE SOLE NEGLIGENCE, ACTIVE OR PASSIVE NEGLIGENCE OF THE COMPANY, OR UPON THEORIES OF EXPRESS OR IMPLIED WARRANTY, STRICT PRODUCTS LIABILITY OR OTHER FAULT OF COMPANY, ITS AGENTS, AND FOR EMPLOYEES.  
  
The Customer shall not indemnify the Company against such third party claims if such valid claims are demonstrated to have been solely and directly caused by the acts of a service or installation employee of the Company while on Customer's premises.
19. **CUSTOMER'S PURCHASE ORDER:** The terms and conditions of this Agreement govern over any conflict between this Agreement and the Customer's purchase order or other document, made either prior or subsequent to this Agreement.
20. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Texas. The parties agree that the courts of Texas shall have exclusive jurisdiction over the Parties hereto regarding any dispute between them and the Company and the Customer submits to the jurisdiction of Texas. The parties waive trial by jury in any action between them. Any action by Customer against the Company must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against the Company must be based on the provisions of this Agreement. Any other action that the Customer may have or bring against the Company in respect to other services rendered in connection with this Agreement shall be deemed to have merged in and be restricted to the terms and conditions of this Agreement. In any action commenced by the Company or the Customer, all parties waive personal service of any legal process and consents that service of process may be made by the United States Postal Service, by certified or registered mail.
21. **ATTORNEY'S FEES:** In the event legal proceedings are initiated by either party to this Agreement pertaining to the enforcement of any term or condition of this Agreement or due to the performance or non-performance of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees.
22. **ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATIONS; WAIVER:** This Agreement 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, understandings 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 writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
23. **COMPANY EMPLOYEES:** The Customer agrees that it will not solicit or hire any of the Company's employees who are engaged in the performing the Scope of Work provided under this Agreement for the entire term of the Agreement and for a period of one (1) year after the expiration of the Agreement.
24. **SUBCONTRACTORS:** The Customer acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any subcontractors engaged by the Company to provide inspections, maintenance or service of the System provided herein. Customer hereby waives its right of recovery against the Company for any loss covered by insurance on the premises or its contents to the extent permitted by any policy or law.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by them or their duly authorized representatives as of the date first written above.

Customer's Name

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Star Asset Security, LLC. d/b/a MCS Fire & Security

Accepted By: \_\_\_\_\_  
Name

Title \_\_\_\_\_

Date \_\_\_\_\_

Agreement Number \_\_\_\_\_

Customer Number \_\_\_\_\_

Sold By \_\_\_\_\_ Daniel Palacios

Texas Board of Private Investigators and Private Security Agencies Certificate Number B-17053  
Texas Commission on Fire Protection, Fire Alarm Certificate of Registration Number ACR-1703885

**ADDENDUM**

**Special Provisions of this Agreement:**

Star-MCS Fire & Security shall have full access to the building in question to start and finish fire alarm inspection.  
Any devices which requires access are higher than 10ft and may call for man lift shall be provied by customer.

Annual Fire Alarm Inspection

**Inspection Schedule:**  
Shall be provided by the Test & Inspection Coordinator & Customer on when to do them.

## QUANTITY OF DEVICES TO BE TESTED

This Scope of Work is based on the Customer's current systems configuration and count as of the date of the Agreement, and assumes all existing equipment is functional. Any additional work outside of the scope can be done on an hourly basis at the Customer's expense. All additional work shall be approved by Customer prior to being performed.

The Company will require the system knowledge and assistance of the Customer coupled with our technical expertise to complete what is covered in this Agreement.

The entire Scope of Work to be performed is described in this Agreement and any other contractual documents executed in connection with the Scope of Work, together with any modifications or additions (the "Contract Documents"), shall set forth the agreement of each of the Company and the Customer. The Company agrees to furnish all things as indicated in the Contract Documents which are necessary to complete the work.

All devices will be added to the building reports after the inspection is done.

# DEFINITION OF INSPECTIONS

## Fire Alarm Systems:

- Inspect the system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards
- Identify site conditions that could compromise the performance of mechanical and/or electronic components of the system
- Inquire about any changes or modifications of the fire detection and alarm system
- Check the general condition of the fire alarm panel and related equipment
- Verify all notification devices are working properly, in synchronization, and output an appropriate decibel level above ambient conditions
- Test all detectors in accordance with their manufacturer's specifications
- Inspect all fire alarm control panels and remote fire alarm panels
- Inspect and test all annunciators and zones both visually and by tripping activating devices
- Inspect and meter all batteries
- Inspect all output relays and test their activation
- Inspect and exercise all flow switches, tamper switches and low pressure alarms
- If applicable, verify that all signals are received by Central Monitoring Station
- Inspect the smoke detectors for cleanliness. If included, clean the detectors that require cleaning in accordance with their manufacturer's guidelines
- Test non restorable heat detector circuits by simulating electrical operation at the wiring connection
- Inspect and exercise all supervised control valves and switches
- During testing of the fire detection system, activate outputs for the purpose of equipment shutdown, start up, HVAC/smoke control, elevator recall, and door release functions
- Tag system as required and perform all required record keeping

## Fire Extinguishers:

- Check gauge pressure
- Check gauge condition and compatibility
- Check weight
- Check last hydro test date
- Check last 6 year maintenance inspection (if applicable)
- Check valve and shell for damage or corrosion
- Check hose condition for cracks or splits
- Check hose threads
- Check condition of horn
- Check hose for obstructions
- Break seal and remove pin
- Check upper and lower handles
- Replace locking pin and reseal
- Fluff powder (if applicable)
- Clean shell
- Ensure unit classifications and instructions are legible
- Tag extinguisher properly

## Fire Sprinkler Systems:

- Inspect the system to determine whether it is in service and in satisfactory condition in accordance with NFPA
- Inspect for adequate clearance and condition of the sprinkler heads to allow for proper distribution and activation
- Inspect the sprinkler control valves for proper position, general condition, accessibility and appropriate signage
- Inspect and perform required water flow tests for each system from main drain and inspector's test valve
- Inspect the Fire Department connection couplings, caps, check valves, drains, threads and clappers
- Inspect and test the fire sprinkler system alarm components for satisfactory condition and operation
- Check the reserve supply of sprinkler heads
- Inspect the general condition of visible and accessible sprinkler system piping, hangers, drain valves, gauges and related equipment
- Test all low pressure alarms, supervisory circuits and auxiliary functions for proper operation
- Tag systems as required and perform all required record keeping

## Fire Pumps:

- Inspect the automatic fire pumps to determine whether they are in service and in satisfactory condition in accordance with NFPA standards
- Identify site conditions that could compromise the performance of mechanical and/or electronic components of the pumps
- Inspect the automatic fire pump control valves for proper position, general condition, accessibility and appropriate signage
- Inspect the automatic fire pump test header for satisfactory condition
- Inspect the automatic fire pump alarm components for satisfactory condition
- Check the general condition of automatic fire pump piping, hangers, drain valves, check valves, gauges and related equipment
- Conduct the required annual performance flow test
- Tag pump as required and perform all required record keeping

# DEFINITION OF INSPECTIONS

## **Clean Agent Systems:**

- Inspect the system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards
- Inspect for adequate clearance and condition of the discharge devices to allow for proper distribution and activation
- Inspect each release control device for proper position, general condition, accessibility and appropriate signage
- Inspect and conduct required tests for each special hazard system
- Inspect the Fire Department connection couplings, caps, threads, clappers, check valves and drains
- Inspect the general condition of visible and accessible piping, hoses, hangers, drain valves, gauges and related equipment
- Inspect cylinders, straps and outlet fittings connected to the discharge manifold for tightness and bracing
- Check for the proper quantity of extinguishing agent, check storage pressure, and record the last hydro test date for agent cylinders and hoses
- Tag devices as required and perform all required recordkeeping
- **Special Condition:** Room integrity testing is not included unless quoted within the Service Agreement. Refilling or recharging of suppression agents will be provided at additional cost

## **Kitchen Hood Systems:**

- Inspect the system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards
- Test remote pulls for condition and operation
- Perform an automatic trip test of the system
- Test manual release of the system
- Verify mechanical operation of the system
- Verify the gas and electrical shutoff function
- Replace fusible links where required
- Check system components for cleanliness
- Restore the system to normal operation
- Reset the system
- Install new tamper seals
- Inspect suppression agent cylinder
- Verify the cylinder/cartridge pressure, agent weight and condition
- Check that the last hydro test dates is within code requirements
- Inspect and verify piping/bracing to manufacturer's specifications
- Inspect all nozzles and verify that they are properly aimed, free of blockage and have proper blow off caps intact
- Verify that a proper portable fire extinguisher is available in an easily seen, accessible location
- Inspect for any changes in the hazard area that may affect the performance and reliability of the fire suppression system
- Tag system as required and perform all required recordkeeping

## **Fireline Backflows:**

- Inspect the backflow to determine whether it is in service and in satisfactory condition in accordance with TCEQ and NFPA standards
- Provide documentation to local water purveyor
- Tag system as required and perform all required recordkeeping

## **Intrusion Detection:**

- A visual inspection and operational test of the system to determine whether it is in service and in satisfactory condition
- Check for any alarm conditions
- Verify equipment is free of damage and has proper electrical connections
- Test operation of standby supplies on battery power
- Verify that all cable connections and motion/glass break detectors are free of damage and secure
- Test of connection with Central Station

## **Access Control:**

- A visual inspection and operational test of the system to determine whether it is in service and in satisfactory condition
- Check for any alarm conditions
- Verify equipment is free of damage and has proper electrical connections
- Exercise devices to determine proper entry grant or entry denial
- Verify door status alarm operation and exit requests
- Test of controller/terminal communications
- Test operation of standby supplies on battery power
- Test activation of lock hardware to insure capture and release of doors occurs as intended

## **Video Surveillance:**

- A visual inspection and operational test of the system to determine whether it is in service and in satisfactory condition
- Verify transmitted picture quality and focus
- Clean all devices where possible
- Verify that all cable connections, alignment, and seals are free of damage and secure
- Verify power source for correct voltage

## CUSTOMER CONTACT FORM

Please help keep our records up to date by filling out this short form. If your billing address differs from your company address, please provide us the correct address for billing. Also, please provide documentation if you are tax-exempt. Thank you!

### Contact this person for Renewing Agreements:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Office #: \_\_\_\_\_

Mobile #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

### Contact this person for Scheduling Inspections:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Office #: \_\_\_\_\_

Mobile #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

### Contact & Address for Billing:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Office #: \_\_\_\_\_

Mobile #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_





## TEST & INSPECTION AGREEMENT

THIS AGREEMENT is made this 1 day of OCT 2016 by and between Star Asset Security, LLC d/b/a MCS Fire & Security, hereinafter called the "Company" and  
Hays County Law Enforcement Center - Jail hereinafter called the "Customer."

1. **THE SYSTEM** as described includes: ☒ Fire ☐ Intrusion Detection ☐ Access Control ☐ Video Surveillance ☐ Other \_\_\_\_\_ (the "System").

2. **SCOPE OF WORK:** The Company will perform the following inspection of the System ("Scope of Work") without liability during the term of this Agreement as described herein.

- |  |  |   |   |
|--|--|---|---|
| <input checked="" type="checkbox"/> Fire Alarm Annually          | <input checked="" type="checkbox"/> Fire Sprinkler           | <input type="checkbox"/> NVR/DVR          | <input type="checkbox"/> Magnetic Locks   |
| <input checked="" type="checkbox"/> Detector Sensitivity Testing | <input checked="" type="checkbox"/> Fire Pump                | <input type="checkbox"/> Cameras          | <input type="checkbox"/> Electric Strikes |
| <input checked="" type="checkbox"/> Fire Extinguisher            | <input checked="" type="checkbox"/> Fire Backflow            | <input type="checkbox"/> Motion Detectors | <input type="checkbox"/> Other: _____     |
| <input type="checkbox"/> Emergency & Exit Lights                 | <input type="checkbox"/> Fire Hoses                          | <input type="checkbox"/> Door Contacts    | <input type="checkbox"/> Other: _____     |
| <input type="checkbox"/> Fixed Suppression                       | <input checked="" type="checkbox"/> Kitchen Hood Suppression | <input type="checkbox"/> Card Readers     | <input type="checkbox"/> Other: _____     |

3. **LOCATION:** The inspection of the System will be performed at the following address:

1307 Uhland Road. San Marcos, TX 78666

Unless otherwise specified in the Addendum, all newly installed system components installed by the Company in connection with this Agreement shall have a warranty, for a period of one (1) year, against all defects in material and workmanship.

4. **TERM, PAYMENT, RENEWAL:** The Customer agrees to pay the following:

**Coverage Period:** The Company shall perform the Scope of Work during the following term: 60 months (the "Initial Term").

\$ 5,725.00 per year (Plus Applicable Tax ) Billing frequency: Annually Payments \$ 5,725.00 billing frequency

The Company shall be entitled to receive payment in full within thirty (30) days after completion of the Scope of Work. Failure to make timely payments shall be subject to an additional 10% fee. Failure to make payments within ninety (90) days after the completion of the Scope of Work or after the completion of a progress period, shall provide the Company an option to terminate this agreement per the terms set forth below without prior notice.

On the expiration date of the Initial Term of this Agreement, the Agreement shall automatically renew for successive periods of one (1) year each, unless terminated in writing by either party not less than sixty (60) days prior to the expiration of the original term, or any renewal period. Upon renewal, service and payment therefore will be according to the terms and conditions as set forth in this Agreement.

The pricing set forth in this Agreement is based on the devices listed under the "Quantity of Devices to be Tested" section of this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price may, upon the Company's discretion, be increased accordingly. The Company may also increase prices, upon notice to the Customer or annually, to reflect increases in material and labor costs.

THE INSPECTION FEE IS SUBJECT TO CHANGE AS SET FORTH IN PARAGRAPH 13, BELOW.

5. **GENERAL TERMS AND CONDITIONS:**

- a. When inspection and/or test services are selected, such inspection and/or test shall be completed on the Company's then current Report form, which shall be provided to the Customer, and, where applicable, the Company may submit a copy thereof to the local Authority Having Jurisdiction (the "AHJ"). The Report and recommendations are only advisory in nature and are intended to assist the Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the system(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the system(s), equipment, and components lies with the Customer.
- b. This Agreement assumes the System covered to be in maintainable condition. If repairs are found necessary upon initial inspection, repair proposals will be submitted for approval. Should these proposals be declined, customer understands system may not meet State or Local standards and will be tagged accordingly. It is understood that repair, replacement, and emergency service are not covered by this Agreement unless specifically indicated under Services. All services under this Agreement will be performed during the normal working hours and days of the Company unless specifically outlined in the Addendum to this Agreement.
- c. Customer shall provide the Company with full and free access to the System to perform the inspection thereon. If the nature of the inspection requires, then Customer shall provide the Company with access to all spaces containing other system equipment and qualified technical personnel of which the System interfaces. The Customer will assist by providing the necessary ladders and/or lifts to reach any equipment located at or above 8 feet unless specifically outlined as a type of service.
- d. Service and Parts Exclusions:
  - Electrical work external to the System unless specifically noted in the Exhibit/Addendum
  - Repair or adjustments to any System or parts thereof not listed in the Exhibit/Addendum
  - Paper, ribbons, disk, tapes, bulbs, lamps, fuses, filters, etc. used for the operation of the System unless specifically noted in the Exhibit/Addendum
  - Modifications or enhancements to any firmware or hardware unless specifically noted in the Exhibit/Addendum
  - Service is covered from normal wear and tear, not covered for any acts of nature
  - Overtime work or testing unless specifically noted in the Exhibit/Addendum
  - Performance or payment bond
  - Temporary power, lighting, site water or trash removal
  - Any concrete work and all 120 volt work
  - Providing when required 2 phone lines at Fire Alarm Control Panel
  - Any painting or patching

- Any programming for a third party monitoring service and any Fire Alarm Panel/ Security Panel programming
  - Any additional devices required by the AHJ
  - Moves/adds/changes to system(s)
  - System(s) under construction
  - Batteries
- e. **Responsibilities of Customer:**
- Maintain and operate the System for its intended use and purpose.
  - To provide necessary equipment to reach inaccessible equipment and peripheral devices. If needed, the Company can provide a lift at the then current daily rate cost plus an additional processing fee. There is also a delivery charge for each delivery/pickup at current daily rate charge.
  - Supply suitable electrical supply service, standard 120V.
  - In the event of an emergency or system failure, reasonable safety precautions will be taken to protect life and property during the period of time from when the Company is first notified of the emergency or failure and until such time as the Company notifies the Customer that the system is operational or that the emergency has cleared.
- f. **Scheduling:** In the event the Customer cannot comply with the agreed to date of inspection, a minimum rescheduling fee of \$260.00 can be charged at MCS Fire & Security discretion.
6. **TITLE TO EQUIPMENT:** Unless otherwise indicated in Paragraph 1 above, this Agreement is solely relating to the providing of inspection services by the Company. Unless the System is Customer-owned, as reflected above, all major components installed by the Company at any time while this Agreement is in force and effect, including, but not limited to transmitters, detection devices, bell boxes, and controls shall at all times remain the sole property of the Company. Upon expiration of this Agreement or on default by the Customer, the Company is authorized to enter the Customer premises and remove all Company-owned equipment. The Company shall have the right to bring an action for any and all damages for breach of contract in addition to removal of equipment. The Customer shall return said Company-owned equipment to the Company in good condition, reasonable wear and tear excepted, at the termination of this Agreement or any renewal thereof. Customer will not damage or permit any Company owned equipment to be taken or removed from the premises without the express written authority of the Company. In the event of loss and damage to any portion of the System, the Customer agrees to pay the Company the reasonable value for the replacement and/or repair of all such equipment. The Company shall not be liable for normal damage caused to the premises by installation or removal of equipment.
7. **CUSTOMER-FURNISHED EQUIPMENT:** If the System is Customer-owned, as reflected above and the Company has not agreed to service and maintain, the Customer shall have the sole responsibility for the operation of its equipment. The Company makes no representation or warranty regarding the Customer's System except to the extent contained in a System Purchase Order between the parties. The Customer shall furnish and maintain, at the Customer's sole expense, all equipment necessary for the connection of Customer-furnished equipment, including, but not limited to any computer equipment, firmware or software, cash registers, or automatic teller machines, to the System. The Company assumes no responsibility whatsoever for any modification, failure, defect, or malfunction of Customer-furnished equipment. The Company has the right to terminate service, without liability or penalty, in the event Customer-furnished equipment is not in good operating condition.
- Further, the Company assumes no responsibility for any failure of the System due to modification, upgrades and/or changes to Customer-furnished equipment and has the right to charge the Customer for necessary repairs and/or charges required to remedy such failure, or terminate service without liability or penalty.
8. **COMPANY LIABILITY:** THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD UP, FIRE, OR OTHERWISE. THE COMPANY DOES NOT REPRESENT THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED, OR THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED.
9. **COMPANY IS NOT AN INSURER: LIQUIDATED DAMAGES: LIMITATION OF LIABILITY:** The Company is not an insurer, insurance shall be obtained by the Customer. The payments provided for in this Agreement are based solely on the value of the service to be provided by the Company and are unrelated to the value of the Customer's property or the property of others on the Customer's premises. The Company makes no warranty, including any implied warranties of merchantability or fitness that the equipment or services supplied will prevent losses which the System or service is designed to detect or avert. Because of factors, including the uncertain amount or value of property on the premises, the uncertainty of the response time of police or fire department, the difficulty in ascertaining what portion of loss, if any, is caused by the failure of the service or equipment, and the nature of the service to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may result from the failure of the Company to perform the obligations imposed by this Agreement, including, but not limited to installation, maintenance, monitoring, and service or the failure of the equipment to properly operate.
- The Customer agrees that if the Company is found liable for damage because of its failure to perform any contractual obligations imposed by this Agreement, or because of a failure or malfunction of the System in any manner, the Company's liability shall be limited to a sum of six (6) monthly payments or Five Hundred (\$500.00) Dollars, whichever is less, as liquidated damages. This liability shall be exclusive and this liquidated damages provision shall apply if loss results directly or indirectly to persons or property, from breach of the contractual obligations, or from negligence, active or otherwise, of Company.
- The Customer, at its option, may obtain a higher liquidated damage sum by paying an increased monthly service charge to the Company. In the event that the Customer wishes the Company to assume greater liability, the Customer may, as a matter of right, obtain from the Company a higher limit by paying an additional amount to the Company, and a rider shall be attached hereto setting forth such higher limit and additional amount, but this additional obligation shall in no way be interpreted to hold the Company as an insurer.
- THIS AGREEMENT SHALL NOT BE BINDING UPON THE COMPANY UNLESS APPROVED IN WRITING BY AN OFFICER OF THE COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF THE COMPANY SHALL BE TO REFUND TO THE CUSTOMER THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY THE CUSTOMER UPON THE SIGNING OF THIS AGREEMENT.
10. **CUSTOMER'S DUTIES AS TO THE USE OF SYSTEM:** The Customer is responsible for testing and setting the alarm system on a daily basis. In the event of a defect or malfunction, the Customer shall notify the Company and, in the event the System is Company-owned or service and maintenance has been agreed to be provided, the Company shall repair such defect or malfunction within a reasonable time after receipt of such notice. The Customer is responsible for the repairs if the System is Customer-owned and service and maintenance have not been agreed to be provided. The Customer agrees to deactivate, remove or otherwise correct any condition of the premises which may interfere with the operation of the System during closed periods when the System is activated.
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13. **INCREASE IN CHARGES:** Following the Initial Term, the Company shall have the right to increase the charges provided herein. The Company shall have the further right, at any time, to increase the charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement, and the Customer agrees to pay such increased charges.

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17. **DEFAULT BY CUSTOMER:** If the Customer fails to make any payment as provided herein, the entire amount due under this Agreement for the balance of the Agreement period shall become immediately due and payable.
18. **THIRD PARTY INDEMNIFICATION:** IN THE EVENT ANY PERSON, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST THE COMPANY FOR ANY REASON RELATING TO THE COMPANY'S DUTIES AND OBLIGATIONS PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE DESIGN, INSTALLATION, MAINTENANCE, OPERATION, OR NON-OPERATION OF THE SYSTEM, THE CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEY'S FEES, WHETHER THESE CLAIMS ARE BASED UPON LOSSES ALLEGED TO HAVE BEEN CAUSED BY THE SOLE NEGLIGENCE, ACTIVE OR PASSIVE NEGLIGENCE OF THE COMPANY, OR UPON THEORIES OF EXPRESS OR IMPLIED WARRANTY, STRICT PRODUCTS LIABILITY OR OTHER FAULT OF COMPANY, ITS AGENTS, AND FOR EMPLOYEES.
- The Customer shall not indemnify the Company against such third party claims if such valid claims are demonstrated to have been solely and directly caused by the acts of a service or installation employee of the Company while on Customer's premises.
19. **CUSTOMER'S PURCHASE ORDER:** The terms and conditions of this Agreement govern over any conflict between this Agreement and the Customer's purchase order or other document, made either prior or subsequent to this Agreement.
20. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Texas. The parties agree that the courts of Texas shall have exclusive jurisdiction over the Parties hereto regarding any dispute between them and the Company and the Customer submits to the jurisdiction of Texas. The parties waive trial by jury in any action between them. Any action by Customer against the Company must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against the Company must be based on the provisions of this Agreement. Any other action that the Customer may have or bring against the Company in respect to other services rendered in connection with this Agreement shall be deemed to have merged in and be restricted to the terms and conditions of this Agreement. In any action commenced by the Company or the Customer, all parties waive personal service of any legal process and consents that service of process may be made by the United States Postal Service, by certified or registered mail.
21. **ATTORNEY'S FEES:** In the event legal proceedings are initiated by either party to this Agreement pertaining to the enforcement of any term or condition of this Agreement or due to the performance or non-performance of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees.
22. **ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATIONS; WAIVER:** This Agreement 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, understandings 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 writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
23. **COMPANY EMPLOYEES:** The Customer agrees that it will not solicit or hire any of the Company's employees who are engaged in the performing the Scope of Work provided under this Agreement for the entire term of the Agreement and for a period of one (1) year after the expiration of the Agreement.
24. **SUBCONTRACTORS:** The Customer acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any subcontractors engaged by the Company to provide inspections, maintenance or service of the System provided herein. Customer hereby waives its right of recovery against the Company for any loss covered by insurance on the premises or its contents to the extent permitted by any policy or law.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by them or their duly authorized representatives as of the date first written above.

Customer's Name

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Star Asset Security, LLC. d/b/a MCS Fire & Security

Accepted By: \_\_\_\_\_

Name

Title \_\_\_\_\_ Strategic Account Executive \_\_\_\_\_

Date \_\_\_\_\_ OCT-1-2016 \_\_\_\_\_

Agreement Number \_\_\_\_\_

Customer Number \_\_\_\_\_

Sold By \_\_\_\_\_ Donn T. Warren \_\_\_\_\_

Texas Board of Private Investigators and Private Security Agencies Certificate Number B-17053  
Texas Commission on Fire Protection, Fire Alarm Certificate of Registration Number ACR-1703885

## ADDENDUM

### Special Provisions of this Agreement:

MCS Fire & Security shall have full access to the building in question to start and finish fire alarm inspection.  
See Proposal Addendum page for list of devices.

### Inspection Schedule:

This shall be set up on a Annual bases to stay up to code.  
Fire alarm & Extinuishers are due in August,  
Kitchen hood Semi-Annually In March & August of each year.

## QUANTITY OF DEVICES TO BE TESTED

This Scope of Work is based on the Customer's current systems configuration and count as of the date of the Agreement, and assumes all existing equipment is functional. Any additional work outside of the scope can be done on an hourly basis at the Customer's expense. All additional work shall be approved by Customer prior to being performed.

The Company will require the system knowledge and assistance of the Customer coupled with our technical expertise to complete what is covered in this Agreement.

The entire Scope of Work to be performed is described in this Agreement and any other contractual documents executed in connection with the Scope of Work, together with any modifications or additions (the "Contract Documents"), shall set forth the agreement of each of the Company and the Customer. The Company agrees to furnish all things as indicated in the Contract Documents which are necessary to complete the work.

### ATTACHMENT (A)

FIRE PANEL	(1)
KITCHEN HOOD MODULE	(1)
RELAYS FOR AHU SHUTDOWN	(33)
NOTIFICATION A/V	(ALL)
WET RISER	(1)
FIRE LINE BACKFLOW	(1)
EXTINGUISHERS	(75)
ANSUL KITCHEN HOOD SYSTEM	(1)
REMOTE ANNUNCIATORS	(7)
BOOSTER POWER SUPPLIES	(3)
BATTERIES	(8)
SMOKE DETECTORS	(307)
DUCT DETECTORS	(64)
HEAT DETECTORS	(7)
FLAME DETECTORS	(3)
PULL STATIONS	(16)
WATER FLOW SWITCHES	(1)
TAMPER SWITCHES	(1)

# DEFINITION OF INSPECTIONS

## Fire Alarm Systems:

- Inspect the system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards
- Identify site conditions that could compromise the performance of mechanical and/or electronic components of the system
- Inquire about any changes or modifications of the fire detection and alarm system
- Check the general condition of the fire alarm panel and related equipment
- Verify all notification devices are working properly, in synchronization, and output an appropriate decibel level above ambient conditions
- Test all detectors in accordance with their manufacturer's specifications
- Inspect all fire alarm control panels and remote fire alarm panels
- Inspect and test all annunciators and zones both visually and by tripping activating devices
- Inspect and meter all batteries
- Inspect all output relays and test their activation
- Inspect and exercise all flow switches, tamper switches and low pressure alarms
- If applicable, verify that all signals are received by Central Monitoring Station
- Inspect the smoke detectors for cleanliness. If included, clean the detectors that require cleaning in accordance with their manufacturer's guidelines
- Test non restorable heat detector circuits by simulating electrical operation at the wiring connection
- Inspect and exercise all supervised control valves and switches
- During testing of the fire detection system, activate outputs for the purpose of equipment shutdown, start up, HVAC/smoke control, elevator recall, and door release functions
- Tag system as required and perform all required record keeping

## Fire Extinguishers:

- Check gauge pressure
- Check gauge condition and compatibility
- Check weight
- Check last hydro test date
- Check last 6 year maintenance inspection (if applicable)
- Check valve and shell for damage or corrosion
- Check hose condition for cracks or splits
- Check hose threads
- Check condition of horn
- Check hose for obstructions
- Break seal and remove pin
- Check upper and lower handles
- Replace locking pin and reseal
- Fluff powder (if applicable)
- Clean shell
- Ensure unit classifications and instructions are legible
- Tag extinguisher properly

## Fire Sprinkler Systems:

- Inspect the system to determine whether it is in service and in satisfactory condition in accordance with NFPA
- Inspect for adequate clearance and condition of the sprinkler heads to allow for proper distribution and activation
- Inspect the sprinkler control valves for proper position, general condition, accessibility and appropriate signage
- Inspect and perform required water flow tests for each system from main drain and inspector's test valve
- Inspect the Fire Department connection couplings, caps, check valves, drains, threads and clappers
- Inspect and test the fire sprinkler system alarm components for satisfactory condition and operation
- Check the reserve supply of sprinkler heads
- Inspect the general condition of visible and accessible sprinkler system piping, hangers, drain valves, gauges and related equipment
- Test all low pressure alarms, supervisory circuits and auxiliary functions for proper operation
- Tag systems as required and perform all required record keeping

## Fire Pumps:

- Inspect the automatic fire pumps to determine whether they are in service and in satisfactory condition in accordance with NFPA standards
- Identify site conditions that could compromise the performance of mechanical and/or electronic components of the pumps
- Inspect the automatic fire pump control valves for proper position, general condition, accessibility and appropriate signage
- Inspect the automatic fire pump test header for satisfactory condition
- Inspect the automatic fire pump alarm components for satisfactory condition
- Check the general condition of automatic fire pump piping, hangers, drain valves, check valves, gauges and related equipment
- Conduct the required annual performance flow test
- Tag pump as required and perform all required record keeping

# DEFINITION OF INSPECTIONS

## Clean Agent Systems:

- Inspect the system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards
- Inspect for adequate clearance and condition of the discharge devices to allow for proper distribution and activation
- Inspect each release control device for proper position, general condition, accessibility and appropriate signage
- Inspect and conduct required tests for each special hazard system
- Inspect the Fire Department connection couplings, caps, threads, clappers, check valves and drains
- Inspect the general condition of visible and accessible piping, hoses, hangers, drain valves, gauges and related equipment
- Inspect cylinders, straps and outlet fittings connected to the discharge manifold for tightness and bracing
- Check for the proper quantity of extinguishing agent, check storage pressure, and record the last hydro test date for agent cylinders and hoses
- Tag devices as required and perform all required recordkeeping
- **Special Condition:** Room integrity testing is not included unless quoted within the Service Agreement. Refilling or recharging of suppression agents will be provided at additional cost

## Kitchen Hood Systems:

- Inspect the system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards
- Test remote pulls for condition and operation
- Perform an automatic trip test of the system
- Test manual release of the system
- Verify mechanical operation of the system
- Verify the gas and electrical shutoff function
- Replace fusible links where required
- Check system components for cleanliness
- Restore the system to normal operation
- Reset the system
- Install new tamper seals
- Inspect suppression agent cylinder
- Verify the cylinder/cartridge pressure, agent weight and condition
- Check that the last hydro test dates is within code requirements
- Inspect and verify piping/bracing to manufacturer's specifications
- Inspect all nozzles and verify that they are properly aimed, free of blockage and have proper blow off caps intact
- Verify that a proper portable fire extinguisher is available in an easily seen, accessible location
- Inspect for any changes in the hazard area that may affect the performance and reliability of the fire suppression system
- Tag system as required and perform all required recordkeeping

## Fireline Backflows:

- Inspect the backflow to determine whether it is in service and in satisfactory condition in accordance with TCEQ and NFPA standards
- Provide documentation to local water purveyor
- Tag system as required and perform all required recordkeeping

## Intrusion Detection:

- A visual inspection and operational test of the system to determine whether it is in service and in satisfactory condition
- Check for any alarm conditions
- Verify equipment is free of damage and has proper electrical connections
- Test operation of standby supplies on battery power
- Verify that all cable connections and motion/glass break detectors are free of damage and secure
- Test of connection with Central Station

## Access Control:

- A visual inspection and operational test of the system to determine whether it is in service and in satisfactory condition
- Check for any alarm conditions
- Verify equipment is free of damage and has proper electrical connections
- Exercise devices to determine proper entry grant or entry denial
- Verify door status alarm operation and exit requests
- Test of controller/terminal communications
- Test operation of standby supplies on battery power
- Test activation of lock hardware to insure capture and release of doors occurs as intended

## Video Surveillance:

- A visual inspection and operational test of the system to determine whether it is in service and in satisfactory condition
- Verify transmitted picture quality and focus
- Clean all devices where possible
- Verify that all cable connections, alignment, and seals are free of damage and secure
- Verify power source for correct voltage

## CUSTOMER CONTACT FORM

Please help keep our records up to date by filling out this short form. If your billing address differs from your company address, please provide us the correct address for billing. Also, please provide documentation if you are tax-exempt. Thank you!

### Contact this person for Renewing Agreements:

Name: Tom Hackney  
Title: Facilities Director  
Office #: 512-393-7829  
Mobile #: 512-865-7626  
Fax #:  
Email: tom.hackney@co.hays.tx.us

### Contact this person for Scheduling Inspections:

Name: Bobby Ramirez  
Title: Corrections / Safety Officer  
Office #: 512-393-7800  
Mobile #: 512-738-1037  
Fax #:  
Email: bobby.ramirez@co.hays.tx.us

### Contact & Address for Billing:

Name:  
Title:  
Address:  
City:  
State: Zip:  
Office #:  
Mobile #:  
Fax #:  
Email:



## 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 \$4,000.00 in Capital Improvements to the Justice of the Peace, Pct. 1-2 Office and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 28, 2020	\$4,000.00

#### LINE ITEM NUMBER

001-695-00.5741\_400

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Judge Maggie Moreno	INGALSBE	SHELL

#### SUMMARY

The Building Maintenance Facilities Manager has provided quotes to install a wall and customer service window to the JP 1-2 office lobby. These improvements will allow for a more stream-lined service option for the JP office. Funds have been identified within the Building Maintenance operating budget to funds this project.

##### Budget Amendment:

Increase Capital Improvements\_Ops .5741\_400

Decrease Building Maintenance & Repair .5451

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to approve the Assessment and Collection Agreement with Anthem Municipal Utility District.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

April 28, 2020

#### AMOUNT REQUIRED

n/a

#### LINE ITEM NUMBER

n/a

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Jenifer O'Kane

#### SPONSOR

BECERRA

#### CO-SPONSOR

JONES

#### SUMMARY

We have been asked to collect the taxes for the Anthem Municipal Utility District. The board will take action to approve the agreement at their May 13, 2020 meeting.

## **ASSESSMENT AND COLLECTION AGREEMENT**

STATE OF TEXAS

COUNTY OF HAYS

This contract is between Hays County, hereinafter called "County", and the Anthem Municipal Utility District, hereinafter called "District", and is entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2020, under the provisions of Chapter 791 Government Code, V.T.C.S. and Chapter 6, Property Tax code.

### **I. PURPOSE**

The parties to this contract wish to consolidate the assessment and collection of property taxes into one entity, Hays County, under the provisions of Section 6.24 of the Property Tax Code.

### **II. TERM**

This contract shall be effective from \_\_\_\_\_ through September 30, 2020, and thereafter for yearly terms commencing on October 1 of each year and ending on September 30 of the succeeding year, until terminated by one or more of the parties pursuant to the termination provisions of this contract.

### **III. APPOINTMENT OF TAX ASSESSOR-COLLECTOR**

The Tax Assessor-Collector of Hays County is hereby designated as Tax Assessor-Collector for the District. The person herein designated as Tax Assessor-Collector is also hereby designated by the governing body of the District as the person designated to calculate the effective tax rate and the rollback tax rate for the District under the provisions of Section 26.04, Property Tax Code. Other than where it is noted within this Agreement, the District authorizes the County to make all decisions regarding collection of taxes that would otherwise be made by the District in the absence of this contract.

### **IV. SERVICES TO BE PERFORMED**

County agrees to perform all necessary assessment and collection functions authorized by law for the District. The functions shall include:

- a. Calculation of the effective tax rate and rollback rate each year
- b. Calculation of current taxes and preparation of current tax roll and delinquent tax roll each year.
- c. Mailing of current and all required delinquent tax statements.
- d. Proration of tax bills as required.
- e. Correction of tax bills as required.

- f. Preparation of tax receipts.
- g. Preparation of tax certificates.
- h. Collection of current and delinquent taxes.
- i. Issuance of tax refunds as required.

#### V. ASSESSMENT AND COLLECTION RECORDS

The District's initial tax levy shall be for the tax year 2020. To date, no prior tax records exist. At the termination of this Contract for any reason, County shall return copies of all assessment and collection records it holds concerning the District within fifteen (15) days after receipt of notice of termination of this contract as provided herein below.

#### VI. DELINQUENT TAXES / EMPLOYMENT OF COUNSEL AND AUTHORIZATION TO INSTITUTE LEGAL ACTIONS.

- A. Pursuant to Section 6.24 of the Texas Property Tax Code, the District hereby authorizes the County by and through the County's Tax Assessor-Collector to collect delinquent taxes for the District as the County deems necessary.
- B. Pursuant to Section 6.30 of the Texas Property Tax Code, the District hereby agrees and expressly authorizes the County to contract on the District's behalf with private legal counsel for the collection of delinquent taxes. The District further agrees that such fee as is allowed by law and provided in the contract with private legal counsel will be paid from the delinquent taxes, penalties and interest collected for the District by such private legal counsel. The County will provide a copy of the current written contract with legal counsel to the District, and will provide periodic performance reports regarding such contract.

#### VII. AUDIT

County agrees to permit auditors engaged by the District to annually audit its assessment and collection expenditures and its collection of taxes for the District during the life of this contract. Such auditors shall report directly to the District.

#### VIII. SURETY BOND

Upon written request by the District, County agrees to obtain a surety bond for the tax assessor-collector and staff to assure proper performance of the tax assessing and collection functions provided for in this contract. Such bond shall be payable to the District in the sum it designates, unless otherwise provided by law, executed by a solvent surety company, licensed to do business in Texas. The District shall reimburse the County for the cost of such bond immediately upon receipt of an invoice from the County for the cost of such bond.

## IX. REMITTANCE OF TAX COLLECTIONS

County agrees to pay over to the District all net taxes, penalties and interest, after payment of refunds under XI. below. All payments received for the District shall be paid to the District monthly. County expressly agrees to process all payments, whether paid by mail, in person or otherwise, in a diligent and expeditious manner. A report of each disbursement to District of taxes collected on its behalf will be completed to show the amount of distribution of monies. This report will be forwarded to the District immediately after each disbursement.

## X. REPORTS

County agrees to make reports of its collection of taxes, penalties and interest to the District not less often than monthly. A cumulative annual report for the preceding twelve months shall be prepared by County and furnished to the District not later than November 1<sup>st</sup> of each year.

## XI. REFUNDS

County shall process all applications for refunds and pay all refunds required under the provisions of the Property Tax Code. County shall pay all refunds which are found to be due and owing from current collections on hand for the District. If amounts to be refunded exceed current collections on hand, County shall retain the collections received for the District until sufficient funds are on hand to pay the refunds due. If sufficient funds are not on hand within two weeks from the original due date of the refund, County shall notify the District of the amount needed to pay refunds due and the District shall within thirty (30) days of such notice remit such additional amount to County, which shall forthwith make the refund.

The District designates the Tax Assessor-Collector of County as its auditor for the sole purpose of approving refunds as required by Section 31.11 of the Property Tax Code up to the amount of \$2,500.00 per account. All refund requests in excess of \$2,500.00 per account shall be sent to the District by County for approval by its governing body. County shall send such refund request within seven days of processing and the District shall have such refunds approved and the requested returned to County for payment within thirty (30) days of receipt. The monthly report of collections forwarded from County to the District shall also report all funds paid out.

County shall pay all refunds due within sixty (60) days after due. Failure of County or the District to act within any time stated in this provision, which results in the accrual of interest due on any refunds, shall obligate the one failing to act timely to pay such accrued interest. If both parties fail to meet deadlines each shall pay ½ of the accrued interest.

## XII. PAYMENT FOR ASSESSMENT AND COLLECTION SERVICES

The District agrees to pay County a fee for performing the assessment and collections services described above. The fee for assessment and collections services furnished to the District shall be \$0.15 (15 cents) for each parcel on the District's tax roll which lies within Hays County and \$0.85 (85 cents) for

each parcel on the District's tax roll which lies outside Hays County. County shall bill the District annually on April 1<sup>st</sup> for this fee, which the District shall pay within 30 days of receipt of bill.

The District agrees to bear all printing expenses associated with the publication of its effective tax rate each year.

In the event that the governing body of the District fails to adopt its tax rate, or fails to notify County of its tax rate, in time for its taxes to be included on the combined statement prepared for that year, County shall calculate the cost of preparing, mailing and processing separate tax statement for the jurisdiction. County shall forward to the District its notification of these costs for the separate statements and their processing and the District agrees to pay such costs within thirty days of receiving the notice from County.

In the event that the District shall be subject to a successful tax rate rollback election requiring the printing and distribution of new tax statement and the processing of refunds, the District agrees to reimburse County within thirty days after notice from County of the costs of providing these additional statements and processing these refunds.

All revenue received from the sale of tax certificates by County shall be retained by County as revenue to be applied against its assessment and collections expense budget for the year in which it is received.

### XIII. TERMINATION

This Contract may be terminated by County or by the District effective on September 30 of any year upon proper notice to the other party. In order for notice to be effective it must be received by the other party not later than the first day of July preceding the September 30 effective date.

The parties may in writing agree at any time to any other termination procedure which is mutually acceptable.

### XIV. NONLIABILITY FOR FAILURE TO COLLECT

County shall not be liable to the District for any failure to collect any tax, penalty or interest under any provision of this Contract.

IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on the date first shown above.

Anthem Municipal Utility District

Attest:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

HAYS COUNTY

Attest:

\_\_\_\_\_  
Elaine Cardenas, County Clerk

By:\_\_\_\_\_  
Ruben Becerra, County Judge

Approved:

Jenifer O’Kane  
Hays County Tax Assessor-Collector

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to adopt a Resolution in Support of Financial Relief for Hays County Taxpayers.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

April 28, 2020

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

BECERRA

N/A

#### SUMMARY

See attached draft Resolution.



State of Texas  
County of Hays



**RESOLUTION IN SUPPORT OF FINANCIAL  
RELIEF FOR HAYS COUNTY TAXPAYERS**

- WHEREAS,** On March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott to take additional steps to prepare for, respond to, and mitigate the spread of COVID-19 to protect the health and welfare of Texans; and
- WHEREAS,** On March 19, 2020, Governor Abbott ordered every person in Texas to avoid eating or drinking at bars, restaurants, and food courts, or visiting gyms or massage parlors; and
- WHEREAS,** On March 31, 2020, Governor Abbott ordered every person in Texas to further minimize social gatherings and in-person contact except when necessary to provide or obtain essential services through April 30, 2020; and
- WHEREAS,** Non-essential businesses across Hays County have diligently complied with the order to slow the spread of COVID-19 despite experiencing losses of revenue that jeopardize the livelihood of their businesses and employees. As a result, more than 760,000 Texans statewide applied for unemployment insurance in the month of March, a number greater by 60,000 than the total number of similar application in the year 2019; and
- WHEREAS,** Local government has paused many of its revenue-generating operations to comply with social distancing; and
- WHEREAS,** Hays County has consistently set property tax rates at the lowest possible level so that its constituents may lead an affordable, high-quality lifestyle.

***NOW THEREFORE IT BE RESOLVED BY THE COMMISSIONERS COURT OF HAYS  
COUNTY, TEXAS THAT:***

On this 28th day of April, 2020, Hays County Commissioners Court implores Governor Greg Abbott, Comptroller Glenn Hegar, the Texas Legislature, and the Hays Central Appraisal District to take all necessary action to provide any and all tax relief to the businesses and constituents of Hays County & the State of Texas during this State of Disaster. These actions may include but are not limited to the following:

- Granting an immediate, transparent public review of 2020 Appraisal Values in Hays County before July 25, 2020;

- Ensuring the right of citizens to a fair, transparent, and proper hearing process of property appraisal value protests with the Hays Central Appraisal District;
- Extending the deadline to pay all taxes;
- Granting a moratorium on property tax penalties and interest;
- Updating the Property Tax Code to allow for relief measures during Declared Disasters, including those of an economic nature;
- Calling a special legislative session to consider mandating reappraisals and revaluations of properties in light of the COVID 19 pandemic; modifying the Tax Code, Section 11.35 to specify that economic considerations can apply in temporary reappraisals; and, to codify in the Tax Code that Appraisal Districts can roll back appraised values to the lesser of the current or previous years valuations in times of federally declared disasters;
- Calling a special legislative session or taking appropriate executive action to consider and enact these and additional measures to ease the economic burdens and financial hardship Texans are experiencing due to the COVID-19 pandemic.

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Ruben Becerra, County Judge

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Debbie Ingalsbe, Commissioner, Pct. 1

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Mark Jones, Commissioner, Pct. 3

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Lon Shell , Commissioner, Pct. 2

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Walt Smith, Commissioner, Pct. 4

ATTEST:

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Dr. Elaine Cardenas, 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 initiate a public process to review and update the Hays County Transportation Plan and to make recommendations to the CAMPO Transportation Policy Board on the public process and substance of the CAMPO Transportation 2045 draft plan.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

April 28, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

BECERRA

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

Recommendations to the CAMPO Transportation Policy Board on the public process and substance of the CAMPO 2045 draft plan will include, but not be limited to, requesting the removal of one or more road projects proposed for western Hays County and requesting that the public comment period on the draft plan be reopened and extended.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to consider a policy for the consideration of Utility Permit applications for crossing or boring under county roads, pursuant to the Court's action on April 21, 2020, as recommended by staff.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

April 28, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

SHELL

N/A

#### SUMMARY

This discussion comes after a motion was made by the Hays County Commissioners Court after an Executive Session on April 21, 2020 to rescind any and all permits issued by Hays County to Kinder Morgan related to road cuts across and/or drilling under roadway for the Permian Highway Pipeline. Instruction was given to the staff to develop a policy for approval by Court that, in the event that karst features or geology are present, Kinder Morgan should be made to perform ground penetrating radar (GPR) studies to identify voids, caves, crevices or other features that could pose the risk of loss of drilling fluid and identify neighboring groundwater wells, which shall be reviewed by Hays County prior to any permit activation.

The objective is to pause any trenching or horizontal drilling until the Court adopts the policy and provides further guidance.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Office of Emergency Services. Possible discussion and/or action may follow in open Court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

April 28, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Raul Reyes, Director of Office of Emergency Services

#### SPONSOR

BECERRA

#### CO-SPONSOR

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 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Indigo. Possible action may follow in open court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

April 28, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

BECERRA

N/A

#### SUMMARY

Summary to be provided in Executive Session.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

April 28, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

BECERRA

N/A

#### SUMMARY

Litigation update to be provided in Executive Session.

## 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 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Recoil. Possible discussion and/or action may follow in open Court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

April 28, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

SHELL

N/A

#### SUMMARY

Summary to be provided in Executive Session.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Office of Countywide Operations. Possible discussion and/or action may follow in open Court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

April 28, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

SMITH

N/A

#### SUMMARY

Summary to be provided in Executive Session.