Commissioners Court –February 13, 2018
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS

This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **13th day of February, 2018**, 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

PRESENTATIONS & PROCLAMATIONS

1	4-5	Adopt a proclamation recognizing February 22, 2018 as President George Washington Day. **INGALSBE**

PUBLIC COMMENTS

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

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.

2	6	Approve payments of County invoices. **VILLARREAL-ALONZO**
3	7	Approve payments of Juror checks. **VILLARREAL-ALONZO**
4	8	Approve the payment of Humana and United Healthcare claims. **VILLARREAL-ALONZO**
5	9-15	Approve Commissioners Court Minutes of February 6, 2018. **INGALSBE/GONZALEZ**
6	16	Approve the payment of the February 15, 2018 payroll disbursements in an amount not to exceed $2,655,000.00 effective February 15, 2018 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **COBB/TUTTLE**
7	17-44	Approve specifications for IFB 2018-B05 Road Improvements - Hot Mix Overlay and authorize Purchasing Manager to solicit for bids and advertise. **INGALSBE/BORCHERDING/LAPOINTE/VILLARREAL-ALONZO**
8	45-54	Authorize the execution of a Business Associates Agreement with Ranger Shredding for shred services. **INGALSBE/GARZA**
9	55	Approve out of state travel for Emergency Communication Coordinator Erica Carpenter and LEAD Emergency Communication Officers – Megan Jones, Jennifer Courtney, Courtney Booth and Amanda Oliver to attend the Navigator Conference in Las Vegas, Nevada. **SHELL/CUTLER**
10	56	Approve the reappointment of Commissioner Ray Whisenant to the Central Texas Clean Air Coalition (CAC), one year term ending 12/31/18. **COBB**
11	57-63	Authorize the submittal of a Resolution to the Governor's Office, Criminal Justice Division, for the associated application for grant funding to support the Hays County Veterans Court in the amount of $77,069.48. **INGALSBE/GLICKLER/GARZA**
12	64-65	Authorize the execution of a Resolution and the submission of a grant application to the Office of the Governor, Criminal Justice Division, Justice Assistance Grant program in the amount of $115,300.00 for the 'Hays County Crime Scene Analysis Solution' project. **INGALSBE/GARZA**
13	66-88	Authorize the execution of a First Amendment to the Professional Services Agreement with Costello, Inc. for engineering services at Hays County owned property along Clovis Barker Road in Precinct 1. **INGALSBE/GARZA**
14	89-90	Authorize the execution of a Resolution and the submission of a grant application to the Office of the Governor, Criminal Justice Division, Justice Assistance Grant program in the amount of $55,400.00 for the 'Hays County Law Incident Area Communications project. **INGALSBE/GARZA**
15	91	Authorize the submission of a grant application to the Texas Department of State Health Services (DSHS) for the Tuberculosis Prevention & Control for FY 2019 State Funds in the amount of $25,875.00. **COBB/GARZA**

16	92-93	Authorize the execution of a Resolution and the submission of a grant application to the Office of the Governor, Criminal Justice Division, General Victim Assistance Program in the amount of $56,435 for the 'Hays County Victims Assistance Coordinator' project. **INGALSBE/GARZA**
17	94-115	Accept and authorize the execution of a Maintenance Contract from the Office of Attorney General for statewide crime victim notification service (SAVNS) in the amount of $28,546.78. **COBB/GARZA**
18	116-120	Authorize the District Attorney's Office to purchase 1 Power Edge R330 Rack Server with 6TB of storage and amend the budget accordingly. **INGALSBE/MAU**
19	121	Ratify the purchase of one computer with accessories for the Historical Commission and amend the budget accordingly. **COBB/SHELL/JOHNSON**

ACTION ITEMS

ROADS

20	122	Discussion and possible action to hold a public hearing to establish a stop sign on Rim Rock Ranch Road at the intersection with Benito Lane (private) for southbound traffic only. **SHELL/BORCHERDING**
21	123-201	Discussion and possible action to authorize the execution of a Professional Service Agreement with Doucet & Associates to provide Plans, Specifications & Estimates (PS&E) services for the Old Bastrop Highway/CR 266 between Rattler Road and Centerpoint Road in Pct. 1 as part of the 2016 Road Bond Program. **INGALSBE**
22	202-209	SUB-677; La Cima PH 1 Subdivision (139 Lot). Discussion and possible action to accept Amendment No. 001 to Letter of Credit No 5132 for street and drainage improvements for La Cima PH 1. **SHELL/BORCHERDING**

SUBDIVISIONS

23	210-227	SUB-936; Pasternak Ranch Subdivision (1 Lot). Discussion and possible action to approve the preliminary plan. **SHELL/STRICKLAND**

MISCELLANEOUS

24	228	Discussion and possible action to authorize the District Attorney's Office to hire the Victims Assistance Coordinator, slot 0505-006 at 5.33 percentile of the salary range effective February 26, 2018. **INGALSBE/MAU**
25	229-243	Discussion and possible action to authorize the execution of a construction agreement with Armatino Contracting for renovations to the Development Services building and authorize the Executive Director of Countywide Operations to execute change orders, not to exceed $1,160. **INGALSBE/GARZA**
26	244	Discussion and possible action to authorize the purchase of a card reader system and security system (including 4 cameras and DVR) for Countywide Operations and amend the budget accordingly. **INGALSBE/GARZA**

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.

27	245	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange or value of Right of Way along proposed FM110 in Pct. 1. Possible action to follow in open court. **INGALSBE**

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.

28	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. **INGALSBE/CUTLER**
29	Discussion and possible action related to the burn ban and/or disaster declaration. **INGALSBE/SMITH/BROWNING**
30	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies, Laura Harris, HNTB and Allen Crozier, HDR. Possible action may follow. **INGALSBE**

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 9th day of February, 2018

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Adopt a proclamation recognizing February 22, 2018 as President George Washington Day.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	February 13, 2018	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
Mr. Joe Cox	INGALSBE	N/A

SUMMARY

Please refer to attached proclamation.

PROCLAMATION RECOGNIZING FEBRUARY 22, 2018 AS PRESIDENT GEORGE WASHINGTON DAY

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, the United States of America was established following the War of Revolution from 1776 to 1783, a war won through the brilliant and courageous leadership of George Washington, revered Father of our Nation; and

WHEREAS, George Washington, who lived from 1732 to 1799, mobilized the Continental Army and led the American colonies against the most powerful country in the world, finally defeating the British at the famous battle of Yorktown, Virginia; and

WHEREAS, this revered founder of our nation resisted the efforts of many supporters to make him a king or dictator, instead using his influence and power to support the creation and adoption of the Constitution of the United States; and

WHEREAS, George Washington was elected as the first President of the United States, serving two terms of office from 1789 to 1797, and through his devotion, wisdom, and vision, became the exemplar of distinguished leadership for all future presidents; and

WHEREAS, the William Hightower Chapter of the Sons of the American Revolution and the local Captain Thomas Moore Chapter of the Daughters of the American Revolution wish to encourage all citizens to recognize the epochal contributions of George Washington to our nation by celebrating his birth on Wednesday, February 22, 2018;

NOW, THEREFORE, BE IT PROCLAIMED that the Hays County Commissioners Court does hereby proclaim February 22, 2018 as:

PRESIDENT GEORGE WASHINGTON DAY

And calls upon all citizens to recognize and honor the brilliance, courage, and vision of the Father of our Nation and the relevance of his life to the preservation of our democracy in today's complex world.

ADOPTED THIS THE 13th DAY OF FEBRUARY, 2018

_____
Bert Cobb
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Mark Jones
Commissioner, Pct. 2

_____
Lon A. Shell
Commissioner, Pct. 3

_____
Ray Whisenant
Commissioner, Pct. 4

ATTEST:

_____
Liz Q. Gonzalez
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 13, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of Juror checks.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 13, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of Humana and United Healthcare claims.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 13, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Commissioner Court Minutes of February 6, 2018.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 13, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Gonzalez	INGALSBE	N/A

SUMMARY

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 6TH DAY OF FEBRUARY A.D., 2018, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

DEBBIE GONZALES INGALSBE	**COMMISSIONER, PCT. 1**
MARK JONES	**COMMISSIONER, PCT. 2**
LON A. SHELL	**COMMISSIONER, PCT. 3**
RAY O. WHISENANT JR.	**COMMISSIONER, PCT. 4**
OSCAR MEJIA JR.	**DEPUTY COUNTY CLERK**

WITH COUNTY JUDGE, ALBERT H. COBB, JR., BEING ABSENT AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Vilma Resendiz gave the invocation. Commissioner Ingalsbe led the court in the Pledge of Allegiance to the United States and Texas flags. Commissioner Ingalsbe called the meeting to order.

32339 ADOPT A PROCLAMATION DECLARING FEBRUARY 2018 AS DATING VIOLENCE AWARENESS AND PREVENTION MONTH

Melissa Rodriguez, Director of Community Partnerships with Hays-Caldwell Woman's Center spoke. **A motion was made by Commissioner Shell, seconded by Commissioner Whisenant to adopt a proclamation declaring February 2018 as Dating Violence Awareness and Prevention Month. All present voting "Aye". MOTION PASSED**

PUBLIC COMMENTS

Rodrigo Amaya-San Marcos Resident, David Crowell-Kyle Resident, Dan Lyon-San Marcos Resident, and Harvey Jenkins-San Marcos Resident gave a public comment.

32340 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve payments of County invoices in the amount of $907,842.73 as submitted by the County Auditor. All present voting "Aye". MOTION PASSED

32341 APPROVE PAYMENTS OF JUROR CHECKS

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve payments of Juror checks in the amount of $6,098.00 as submitted by the County Auditor. All present voting "Aye". MOTION PASSED

32342 APPROVE THE PAYMENT OF HUMANA AND UNITED HEALTHCARE CLAIMS

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve the payment of Humana and United Healthcare claims in the amount of $2,435.11 for Humana and $616,514.79 for Untied Healthcare as presented by the County Auditor. All present voting "Aye". MOTION PASSED

32343 APPROVE COMMISSIONERS COURT MINUTES OF JANUARY 30, 2018

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve Commissioners Court Minutes of January 30, 2018 as submitted by the County Clerk. All present voting "Aye". MOTION PASSED

32344 APPROVE SPECIFICATIONS FOR RFP 2018-P11 COUNTYWIDE LAWN AND LANDSCAPE SERVICES AND AUTHORIZE PURCHASING MANAGER TO SOLICIT FOR PROPOSALS AND ADVERTISE

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve specifications for RFP 2018-P11 Countywide Lawn and Landscape Services and authorize Purchasing Manager to solicit for proposals and advertise. All present voting "Aye". MOTION PASSED

32345 AUTHORIZE THE JUSTICE OF THE PEACE OFFICES, PCT. 1-1 AND 1-2 TO CONVERT ONE SHARED FULL TIME JUSTICE CLERK SLOT 0855-005, TO TWO PART-TIME POSITIONS EFFECTIVE FEBRUARY 9, 2018

JP Pct. 1-1, Judge Joanne Prado and JP Pct 1-2, Judge Maggie H. Moreno spoke. Justice Clerk slot 5 has been utilized since February 2018 as a full-time position, shared equally between JP 1-1 and JP 1-2. This shared position enabled the public to be served in a unified manner during the transition period of fulfilling both JP offices. Judge Prado and Judge Moreno have identified their respective offices will operate effectively by separating the full-time position into two part-time positions. **A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to authorize the Justice of the Peace Offices, Pct. 1-1 and 1-2 to convert one shared Full Time Justice Clerk slot 0855-005, to two Part-Time positions effective February 9, 2018. All present voting "Aye". MOTION PASSED**

32346 AUTHORIZE THE EXECUTION OF AMENDMENT 1 TO THE GRANT AWARD FROM THE TEXAS VETERANS COMMISSION - FUND FOR VETERANS ASSISTANCE, HAYS COUNTY VETERANS TREATMENT COURT PROGRAM

Chief of Staff, Clint Garza spoke. On November 15, 2016 the Commissioners Court approved submission of a grant application to the Texas Veterans Commission for $100,000.00 to fund operations within the Hays County Veterans Treatment Court program. An original amendment request on August 22, 2017 was made to remove the expunction costs per the new state law, HB 322, and add new services under Client Services. This amendment was not counted towards the three amendments per grant period due to it being required by the new law. In addition, a budget amendment was submitted to move the probation officer (salaries/wage and fringe benefits) to Client Services. However, management through TVC Fund for Veterans Assistance was not aware of this budget amendment request and was recently discovered upon review of the November and December reports. It has been requested that we combine the original amendment and the budget amendment and only count as one amendment. Two copies of the amended Notice of Grant Award with required signatures will be returned to the Texas Veterans Commission. **A motion was made by Commissioner Shell, seconded by Commissioner Whisenant to authorize the execution of Amendment 1 to the grant award from the Texas Veterans Commission - Fund for Veterans Assistance, Hays County Veterans Treatment Court program and amend the budget accordingly. All present voting "Aye". MOTION PASSED**

32347 APPROVE OUT OF STATE TRAVEL FOR DETECTIVE NELSON WRAY TO ATTEND THE INTERNATIONAL ASSOCIATION OF COMPUTER INVESTIGATIVE SPECIALISTS TRAINING IN ORLANDO, FLORIDA

Out of state travel is needed to send Detective Nelson Wray to attend the International Association of Computer Investigative Specialists Training in Orlando, Florida beginning April 23 - May 4, 2018. A combination of computer forensic theory and hands-on practical exercises will be provided to attendees. Classes will cover technical theories, terms, and techniques that pertain to computer forensics. Detective Wray will receive a laptop computer, external hard drive, thumb drive, training manuals and other equipment to take with him at the successful conclusion of the training event. Registration, hotel, airfare, baggage, and transportation fees will be paid out of the Sheriff's Office LEOSE account. Per diem will be paid for out of the Sheriff's Office Continuing Ed general ledger. **A motion was made by Commissioner Shell, seconded by Commissioner Whisenant to approve out of state travel for Detective Nelson Wray to attend the International Association of Computer Investigative Specialists Training in Orlando, Florida. All present voting "Aye". MOTION PASSED**

32348 AUTHORIZE THE EXECUTION OF AN ANTIQUITIES PERMIT APPLICATION FOR WORK RELATED TO THE ENERGY EFFICIENCY PROJECT

Dan Lyon gave a public comment. Chief of Staff, Clint Garza and Commissioner Whisenant spoke. During the course of the Energy Efficiency Project the recommendation was made to have the windows replaced at the Courthouse. The recommendation was accepted and will result in a significant savings on the utility cost for that location. Given that it is a historic building the County will need to submit an Antiquities Permit Application to the Texas Historical Commission before beginning the project. **A motion was made by Commissioner Shell, seconded by Commissioner Whisenant to authorize the execution of an Antiquities Permit Application for work related to the Energy Efficiency Project. All present voting "Aye". MOTION PASSED**

32349 AUTHORIZE THE CONSTABLE PRECINCT 3 OFFICE TO UTILIZE INSURANCE PROCEEDS FOR VEHICLE REPAIRS TO A 2007 CHEVY TAHOE LAW ENFORCEMENT VEHICLE AND AMEND THE BUDGET ACCORDINGLY

The Constable Pct. 3 Office sustained damage to a law enforcement patrol unit which was covered by the at fault driver's insurance company. Funding has been received from the insurance agency to cover the cost of repairs. Budget Amendment: Increase Revenue-Compensation For Loss .4680. Increase Expense-Vehicle Repairs .5413. **A motion was made by Commissioner Shell, seconded by Commissioner Whisenant to authorize the Constable Precinct 3 Office to utilize insurance proceeds for vehicle repairs to a 2007 Chevy Tahoe law enforcement vehicle and amend the budget accordingly. All present voting "Aye". MOTION PASSED**

32350 AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH TYLER TECHNOLOGY RELATED TO THE CONSTABLE OFFICES RECEIPTING PROCESS WITHIN THE ODYSSEY LAW ENFORCEMENT SOFTWARE PACKAGE

The IT Department is working with all five Constable Offices to implement a new module within the Odyssey Law Enforcement Software for a new receipting process. The development of this module will allow the respective offices to automate their receipting process to include case number identifiers to all revenue received. Funds were budgeted during the FY 2018 budget process for this module implementation. **A motion was made by Commissioner Shell, seconded by Commissioner Whisenant to authorize the execution of a Professional Services Agreement with Tyler Technology related to the Constable Offices receipting process within the Odyssey Law Enforcement Software Package. All present voting "Aye". MOTION PASSED**

32351 AUTHORIZE THE EXECUTION OF A PROPOSAL FROM BECKWITH ELECTRONIC SYSTEMS, LLC FOR THE AV VIDEO/AUDIO UPGRADE FOR DISTRICT COURTROOM #8 AND ALLOW AN EXEMPTION FROM THE BIDDING PROCESS PURSUANT TO TEXAS LOCAL GOVERNMENT CODE 262.024A (7) (D)

Mark Kennedy, General Counsel spoke. The upgrade for Courtroom #8 was approved and budgeted during the FY18 budget process. Beckwith Electronics Systems was the contractor used during the Government Center build out of the current courtrooms that are in use. The system was customized for our District and County Court at Law Judges in order to provide consistency throughout all courtrooms. Additionally, Beckwith installed the wiring and configuration for the remaining courtrooms for future build outs. Due to the existing infrastructure that was put in place, it is necessary to utilize the same contractor to complete the upgrade for District Courtroom #8. **A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to authorize the execution of a Proposal from Beckwith Electronic Systems, LLC for the AV video/audio upgrade for District Courtroom #8 and allow an exemption from the bidding process pursuant to Texas Local Government Code 262.024A (7) (D). All present voting "Aye". MOTION PASSED**

32352 ADOPT THE CIVIL RIGHTS POLICIES AND PROCEDURES ASSOCIATED WITH THE IMPLEMENTATION OF THE TEXAS DEPARTMENT OF AGRICULTURE, TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR THE CEDAR OAK MESA WATER SUPPLY CORPORATION, 2017 WATER SYSTEM IMPROVEMENT PROJECT AND RESOLUTION AGREEING TO REAFFIRM AND ADOPT SEVERAL FEDERAL AND TXCDBG REQUIREMENTS

Hays County is serving as the sponsor for a Texas Department of Agriculture (TDA), Texas Community Development Block Grant Program award of $300,000.00 for the water system improvements for the Cedar Oak Mesa Water Supply Corporation service area which is located south of Wimberley on River Road. These are federal grant funds and require compliance with various requirements for non-discrimination, accessibility and other civil rights issues. Resolution agreeing to reaffirm and adopt several Federal and TxCDBG requirements in conformity with the Civil Rights Act, the Fair Housing Act, and that the County will promote fair housing. The forms and resolutions included regard appointment of a Civils Rights Officer, a statement of policy for fair housing, nondiscrimination/accessibility policy on basis of disability, plan for accommodation of those with limited English language proficiency, an Excessive Force Policy (Resolution) for nonviolent civil rights demonstrations, accommodation of Section 3 businesses and residents in projects utilizing CDBG funds (Resolution), and procedures for filing complaints or grievances. It is proposed that the Human Resources Director be named the Civil Rights Officer to investigate and respond to any violations of civil rights issue. **A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to adopt the Civil Rights Policies and Procedures associated with the implementation of the Texas Department of Agriculture, Texas Community Development Block Grant (CDBG) Program for the Cedar Oak Mesa Water Supply Corporation, 2017 Water System Improvement Project and Resolution agreeing to reaffirm and adopt several Federal and TxCDBG requirements. All present voting "Aye". MOTION PASSED**

32353 RATIFY THE SUBMISSION OF THE EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) RENEWAL APPLICATION TO THE TEXAS DEPARTMENT OF PUBLIC SAFETY, TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) PROGRAM FOR UP TO $171,468.11

The Emergency Management Performance Grant (EMPG) program is a federally funded program to assist states and local governments with all hazards emergency preparedness. The EMPG program has funded a portion of the salary and benefits for the Hays County Emergency Services staff. The grant term is from October 1, 2017 through September 30, 2018. **A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to ratify the submission of the Emergency Management Performance Grant (EMPG) renewal application to the Texas Department of Public Safety, Texas Division of Emergency Management (TDEM) program for up to $171,468.11. All present voting "Aye". MOTION PASSED**

32354 AUTHORIZE THE EXECUTION OF RENEWAL SERVICE REQUEST FORMS FOR GRANDE COMMUNICATIONS RELATED TO THE COUNTY WIDE LAND-LINES AND FIBER INFRASTRUCTURE

The attached Grande Communications contracts are renewal services agreements which include network redesign and increased bandwidth upgrades to meet the needs of all County Wide offices. **A motion was made**

by Commissioner Whisenant, seconded by Commissioner Jones to authorize the execution of renewal Service Request Forms for Grande Communications related to the County Wide Land-Lines and Fiber Infrastructure. All present voting "Aye". MOTION PASSED

32355 AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION TO THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR THE FY19 PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) PROGRAM IN THE AMOUNT OF $122,790.00

This grant application is to the Texas Department of State Health Services, Public Health Emergency Preparedness (PHEP). This program will provide support for the salary and benefits for the Emergency Preparedness Coordinator and a portion of an epidemiologist's salary. Previously this program provided support for the salary and benefits for the Emergency Preparedness Coordinator and SNS Coordinator. The grant requirements include a 10% match which will be met through contributions from the health department operating funds. The contract term for this grant will be in effect from July 1, 2018 through June 30, 2019. The application is due February 6, 2018 and will be submitted electronically. **A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to authorize the submission of a grant application to the Department of State Health Services (DSHS) for the FY19 Public Health Emergency Preparedness (PHEP) Program in the amount of $122,790.00. All present voting "Aye". MOTION PASSED**

32356 ACCEPT AND APPROVE THE 2017 RACIAL PROFILING REPORT FOR THE HAYS COUNTY CONSTABLE OFFICE, PRECINCT 1

The annual Racial Profiling Report for 2017 is submitted in accordance to: Law Enforcement Policy on Racial Profiling - Article 2.132 Texas Code of Criminal Procedure (7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state. **A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to accept and approve the 2017 Racial Profiling Report for the Hays County Constable Office, Precinct 1. All present voting "Aye". MOTION PASSED**

Clerk's Note Agenda Item #19 RE: *AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH DOUCET & ASSOCIATES TO PROVIDE PLANS, SPECIFICATIONS & ESTIMATES (PS&E) SERVICES FOR THE OLD BASTROP HIGHWAY/CR 266 BETWEEN RATTLER ROAD AND CENTERPOINT ROAD IN PCT. 1 AS PART OF THE 2016 ROAD BOND PROGRAM***– was pulled**

32357 ACCEPT LETTER OF CREDIT NO.SBP702571 FOR STREET AND DRAINAGE IMPROVEMENTS FOR BELTERRA SUBDIVISION SECTION 20-1 IN THE AMOUNT OF $758,411.55

Staff gave recommendation. Belterra Section 20-1 is a proposed 53 lot segment, across 62.12 acres, in the master planned Belterra Subdivision. Water and wastewater services will be provided by the WCID #2. The final plat for the Belterra Subdivision Section 20-1 have been reviewed under the interlocal cooperation agreement with the City of Dripping Springs and have been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action. **A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to accept Letter of Credit No.SBP702571 for street and drainage improvements for Belterra Subdivision Section 20-1 in the amount of $758,411.55. All present voting "Aye". MOTION PASSED**

32358 ACCEPT LETTER OF CREDIT NO.SBP702570 FOR STREET AND DRAINAGE IMPROVEMENTS FOR BELTERRA SUBDIVISION SECTION 20-2 IN THE AMOUNT OF $131,721.80

Belterra Section 20-2 is a proposed 17 lot segment, across 21.89 acres, in the master planned Belterra Subdivision. Water and wastewater services will be provided by the WCID #2. The final plat for the Belterra Subdivision Section 21-1 have been reviewed under the interlocal cooperation agreement with the City of Dripping Springs and have been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action. **A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to accept Letter of Credit No.SBP702570 for street and drainage improvements for Belterra Subdivision Section 20-2 in the amount of $131,721.80. All present voting "Aye". MOTION PASSED**

32359 AUTHORIZE THE COURT TO EXECUTE A SUPPLEMENTAL NO. 1 TO A PROFESSIONAL SERVICE AGREEMENT (PSA) WITH BINKLEY BARFIELD, INC. FOR THE FM 110 SOUTH (FM621-SH123) PROJECT AS PART OF THE HAYS COUNTY/TXDOT PARTNERSHIP PROGRAM

The additional funds are needed to complete final design to accommodate planned TxDOT letting schedule. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Court to execute a Supplemental No. 1 to a Professional Service Agreement (PSA) with Binkley Barfield, Inc. for the FM 110 South (FM621-SH123) project as part of the Hays County/TxDOT Partnership Program. All present voting "Aye". MOTION PASSED**

32360 SUB-904 CYPRESS CREEK ACRES, AMENDED PLAT OF A PORTION OF LOT 34 (1 LOT). DISCUSSION OF POSSIBLE ACTION TO CONSIDER GRANTING A VARIANCE TO TABLE 10-1 OF THE HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES

County Planner, Marcus Pacheco spoke. The proposed amended plat will correct the metes and bounds division of a portion of lot 34 and bring it into compliance with our Hays County Development Regulations. Water service will be provided by Wimberley Water Supply Corportion. Wastewater service will be accomplished by OSSFs. The Hays County minimum lot size for a lot served by a public groundwater supply system and advanced OSSF is 1.5 acre. Newly created lot 34B does not meet the current minimum lot size as a 1.045 acre tract. The applicant is seeking a Variance from Table 10-1 of the Hays County Rules for On-Site Sewage Facilities. This plat is being reviewed under the County's 1445 agreement with the City of Woodcreek. This action will allow the plat to move forward with County's process for final approval with the City of Woodcreek. **A motion was made by Commissioner Shell, seconded by Commissioner Whisenant to grant a variance to Table 10-1 of the Hays County Rules for On-Site Sewage Facilities of SUB-904 Cypress Creek Acres, Amended Plat of a portion of lot 34 (1 lot). All present voting "Aye". MOTION PASSED**

32361 AUTHORIZE THE TRANSPORTATION DEPARTMENT TO HIRE THE ROAD MAINTENANCE OPERATOR SLOT 1075-002 AT THE 25TH PERCENTILE EFFECTIVE FEBRUARY 8, 2018

Director of Transportation, Jerry Borcherding spoke and gave staff recommendation. Commissioner Shell spoke. The prospective employee has knowledge and experience that justifies a higher starting salary. **A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to authorize the Transportation Department to hire the Road Maintenance Operator slot 1075-002 at the 25th percentile effective February 8, 2018. All present voting "Aye". MOTION PASSED**

32362 AUTHORIZE TWO TRANSPORTATION DEPARTMENT EMPLOYEES, ROAD SUPERVISOR SLOT 1035-001 AND ROAD LEAD SLOT 1055-001 TO TAKE A COUNTY ISSUED VEHICLE TO RESIDENCES OUTSIDE THE COUNTY LIMITS

Dan Lyon, a San Marcos resident, and Harvey Jenkins, a San Marcos resident gave a public comment. Road Superintendent, Aaron Jones, Director of Transportation, Jerry Borcherding, and Commissioner Whisenant spoke. The Transportation Department has two existing employees that have previously met the policy criteria for take home use of a County vehicle that have recently moved outside the "20 mile" rule. The Policy states: With the exception of Law Enforcement Officers and Emergency Management personnel hired prior to October 1, 2015, employees within the positions listed above may not take a County vehicle home without Commissioners Court approval unless they reside: a) in Hays County or b) within 20 miles from their principal office location if they reside outside of Hays County. All Employees hired on or after October 1, 2015 for any position listed above must reside: a) in Hays County or b) within 20 miles from their principal office location if they reside outside of Hays County, in order to take a County vehicle home without Commissioners Court approval. It is understood that principal office locations may change from time to time for some personnel that are authorized to take County vehicles home regularly. Temporary changes in office locations will not result in a violation of this policy with respect to the distance from the principal office location. In the event a permanent change in the principal office location for a County employee is made and the employee is no longer authorized to take a County vehicle home per this policy, the supervising department head or elected official should request Commissioners Court approval to allow the employee to continue to take the vehicle home. The Transportation Director respectfully requests authorization to allow these two employees to continue use of the county issued vehicles outside of the county limits due to their supervisory role an on call status. **A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to authorize two Transportation Department employees, Road Supervisor slot 1035-001 and Road Lead slot 1055-001 to take a county issued vehicle to residences outside the county limits. All present voting "Aye". MOTION PASSED**

32363 AUTHORIZE THE SHERIFF'S OFFICE TO UTILIZE COUNTY WIDE FUNDS FOR THE PURCHASE OF REPLACEMENT EQUIPMENT AND MISCELLANEOUS IMPROVEMENTS AND AMEND THE BUDGET ACCORDINGLY

Captain, Julie Villalpando and Chief of Staff, Clint Garza spoke. The Sheriff's Office is requesting approval for the use of county wide funds for multiple areas of concern in the Jail. Replacement purchases and repairs include the following: Replacement a/c coils – The Jail has experienced a third failure of 31 Roof-Top A/C's and is requesting the purchase of replacing one A/C coil for the inmate dorm D2-5&6. In addition; due to the lag time to receive coils, the Jail is also requesting to purchase two additional condenser coils for stock. Stocking two coils will reduce unnecessary downtime. The total cost of purchasing replacement coils is $7,397 with SI Mechanical. Replacement water pressure reducing valve – The existing water pressure reducer is 29 years old and is not working properly. Its function is to reduce the City's 100 psi water pressure to 70-80psi. The Jail's water system will not function at 100 psi. The total cost to replace one 4" pressure reducing valve is $8,092 with SI Mechanical. Repairs to sally port door – The existing sally port door is one of four that have reached 29 years of age and has been repaired multiple times over the years. Repairs are needed to door # 3 due to the safety and security of staff and inmates. The request is to repair and not replace door # 3 at a total of $9,438 with Texdoor; additional quotes are provided. Miscellaneous Improvements to office suites #500 & #510 totaling

$11,895. During the FY18 budget the Commissioner's Court earmarked $500k for miscellaneous repairs as needed for Jail improvements. Budget Amendment: Increase 001-618-03.5719_400 Jail Misc Equipment $ 7,397 - A/C coils. Increase 001-618-03.5741 Jail Misc. Capital Improvements $29,425 - Valve/Sally Port/Misc Imprv. Decrease 001-645-00.5741 Co Wide Mics. Capital Improvements ($36,822). **A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to authorize the Sheriff's Office to utilize County Wide Funds for the purchase of replacement equipment and miscellaneous improvements and amend the budget accordingly. All present voting "Aye". MOTION PASSED**

Clerk's Note Agenda Item #27 RE: *EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE OR VALUE OF RIGHT OF WAY ALONG PROPOSED FM110 IN PCT. 1. POSSIBLE ACTION TO FOLLOW IN OPEN COURT* **– was pulled**

32364 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING EMPLOYMENT AND DUTIES OF EACH INDIVIDUAL POSITION WITHIN THE OFFICE OF GENERAL COUNSEL

Court convened into Executive session at 10:24 a.m. and reconvened into open court at 10:47 a.m. In Executive Session were Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Whisenant, General Counsel, Mark Kennedy, Chief of Staff, Clint Garza Shari Miller, Human Resources Department Director, Samantha Jones and Tammy Crumley. **A motion was made by Commissioner Whisenant, seconded by Commissioner Shell to make the following changes to positions within the Office of General Counsel. Regrade Slot 0272-012 from Grade 108 (Admin II) to a Grade 110 (Admin III) and pay salary at the minimum of the new grade. Regrade Slot 0782-001 from a Grade 113 (Contracts Administrator) to a Grade 111, retitling the position to "Legal Support Service Specialist" and authorize General Counsel to hire the position at up to the 25th percentile of the new Grade. For the Attorney IV position already budgeted for 5/1/18, add the following: $1,000-Ongoing Education, $3,600-Travel Allowance, and $420-Phone Allowance. We ask that it be effective immediately and that the budget be amended accordingly for these changes, which will result in annualized FY2018 savings of approximately $26,378.00. All present voting "Aye". MOTION PASSED**

Clerk's Note Agenda Item #29 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* **– was pulled**

DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION

Commissioner Ingalsbe urged the citizens of Hays County to check our website or with our Fire Marshall before burning because of the substantial fires in the recent days. Burn ban will remain in place.

Clerk's Note Agenda Item #31 RE: *DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES, LAURA HARRIS, HNTB AND ALLEN CROZIER, HDR* **– was pulled**

ADJOURNMENT

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to adjourn court at 10:54 a.m.

I, LIZ Q. GONZALEZ, 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 February 6, 2018.

COMMISSIONERS COURT HAYS COUNTY, TEXAS

LIZ Q GONZALEZ, 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 February 15, 2018 payroll disbursements in an amount not to exceed $2,655,000.00 effective February 15, 2018 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 13, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Michele Tuttle, Hays County Treasurer	COBB	N/A

SUMMARY

Approve the February mid-month payroll disbursements not to exceed $2,655,00.00

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve specifications for IFB 2018-B05 Road Improvements - Hot Mix Overlay and authorize Purchasing Manager to solicit for bids and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 13, 2018	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Borcherding/LaPointe/Villarreal-Alonzo	INGALSBE	N/A

SUMMARY

Attachment: IFB 2018-B05

SOLICITATION, OFFER AND AWARD

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

Contract Number IFB 2018-B05 Road Improvements-Hot Mix Overlay	x Invitation for Bid (IFB) ☐ Request for Proposal (RFP)	Date Issued: February 14, 2018

SOLICITATION

Bidders must submit sealed bids: two originals, two copies and one electronic copy provided on a thumb drive for furnishing the supplies, services or equipment identified in the contract.

Bids shall be received at the Hays County Purchasing Office at the address shown above until **3:00 p.m. local time March 8, 2018.**

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

For Information Call: Kim LaPointe **(NO collect calls, Telegraphic, Email, On-Line or Fax offers accepted)**	Phone No.: (512) 393-2271	**Email: kim.lapointe@co.hays.tx.us**

5% Bid Bond Required:	☒ YES	❑	NO	
100% Performance Bond Required:	☒ YES	❑	NO	

PRE-BID MEETING: Thursday, March 1, 2018 at 9:00 a.m. at the Hays County Transportation Department, 2171 Yarrington Rd., San Marcos, TX 78666

OFFER (Must be fully completed by Offeror)

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.

Submit Signed Offers in Duplicate Original		**Proposer E-Mail Address:**	
Name And Address of Offeror		Name and Title of Person Authorized to Sign Offer (Type or Print):	
Signature:	Date:	Phone No.:	Fax No.:

Name, Address and Telephone No. of person authorized to conduct negotiations on behalf of Offeror. (Applies to Request for Proposal only)	

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.

Bert Cobb, County Judge **Date**

Liz Gonzalez, County Clerk **Date**

GENERAL TERMS AND CONDITIONS (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 Invitation for Bids.
(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:
  (1) 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
  (2) 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;
  (3) But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.

(h) "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.

(i) "Purchasing Manager" means the Hays County Purchasing Manager.

(j) “Sub-contractor” means a person or firm doing business with a Contractor.

(k) “FOB” means Free on Board and indicates that the supplier pays shipping and insurance costs from the point of manufacture or procurement to its specified destination, at which point the County will take responsibility.

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

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

4. INVOICING/PAYMENTS:

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

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

(d) Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.

(e) Accrual and payment of interest on overdue payments shall be governed by TEX. GOV'T CODE ANN., ch. 2251.

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

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

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

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

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

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

11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:

(a) Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.

(b) Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

(a) This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.

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

13. REPRESENTATIONS:

(a) Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.

(b) The Contractor's delivery time includes weekends and holidays.

(c) Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.

(d) Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has

established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.

(e) The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.

(f) Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Manager. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

(g) The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees and established commercial selling agencies maintained by the Contractor to secure business. For breach of this warranty, County shall have the right to terminate this contract without liability, or in its discretion to deduct from the contract price, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.

14. SUBCONTRACTS:

(a) Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.

(b) If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:

(a) The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF COUNTY HAS THE AUTHORITY TO APPROVE ANY ASSIGNMENT UNDER THIS CONTRACT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY COMMISSIONERS COURT.

(b) The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.

(c) Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

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

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

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

19. NON-WAIVER OF DEFAULT:
(a) No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. NO OFFICIAL, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY MAY WAIVE ANY BREACH OF ANY TERM OR CONDITION OF THIS CONTRACT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
(b) All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or fight to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

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

21. TERMINATION FOR CONVENIENCE: County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.

22. GRATUITIES: Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

23. COVENANT AGAINST CONTINGENT FEES: Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses

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

25. FORFEITURE OF CONTRACT:

(a) The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:

(b) The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or

(c) The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

26. CONTRACTOR CLAIMS NOTIFICATION:

(a) If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
   (1) The existence of the claim, or other action;
   (2) 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;
   (3) The alleged basis of the claim, action or proceeding;
   (4) The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
   (5) 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/proposer certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System (www.epls.gov), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer 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:
   (1) The Schedule of Items/Services
   (2) Terms and Conditions of Invitation for Bids;
   (3) General Provisions;
   (4) Other provisions, whether incorporated by reference or otherwise; and
   (5) 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:
   (1) 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.
   (2) Method of shipment or packing.
   (3) Place of deliveries.
   (4) 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.
   (5) Description of items to be provided.
   (6) 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: Unless superseded by Special Provisions of this IFB, during the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;

(a) Name County as additional insured as its interests may appear.
(b) Provide County a waiver of subrogation.
(c) Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
(d) Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. **Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.**
(e) Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	$250,000.00
Bodily Injury (Each accident)	$500,000.00
Property Damage	$100,000.00
General Liability (Including Contractual Liability):	
Bodily Injury	$1,000,000.00
Property Damage	$100,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability	
Worker's Compensation	Meeting Statutory Requirements

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***SUBMIT BID IN DUPLICATE SIGNED ORIGINAL, WITH TWO COPIES, AND ONE ELECTRONIC COPY, PROVIDED ON A THUMB DRIVE. THE PAGES THAT ARE MARKED WITH AN ASTERISK (*) AT THE RIGHT BORDER MUST BE RETURNED WITH YOUR BID.**
FAILURE TO COMPLETE AND RETURN THE PAGES MARKED WITH AN ASTERISK WILL RENDER YOUR BID NON-RESPONSIVE AND MAY BE REJECTED.

GENERAL INFORMATION

Hays County, Texas

Road Improvements-Hot Mix Overlay
BID# IFB 2018-B05

1. INSTRUCTIONS

Please submit your bid to:
Hays County Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

The enclosed specifications are for your convenience in submitting a bid for the enclosed referenced goods or services for Hays County.

Sealed bids shall be received **no later than: 3:00 p.m. Thursday, March 8, 2018.**

Mark Envelope: Road Improvements-Hot Mix Overlay # IFB 2018-B05

IT IS UNDERSTOOD THAT Hays County, reserves the right to accept or reject any and/all bids as it shall deem to be in the best interest of Hays County. Sealed bids may be hand-delivered or mailed to the Hays County Purchasing Office, 712 S Stagecoach Trail, Suite 1071, San Marcos, Texas 78666. **Email or facsimile transmittals shall not be accepted.**

Bids received in the County Purchasing Office after submission deadline shall be returned unopened and will be considered void and unaccepted. Hays County is not responsible for lateness of mail, carrier, etc., and time/date stamp clock in Purchasing Office shall be the official time of receipt.

Point of Contact:
Any questions concerning this IFB shall be made in writing and directed to:
Kim LaPointe, CPPB
Purchasing Manager
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Questions will be received no later than five (5) business days before submission deadline.

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.

PRE-BID MEETING: A recommended pre-bid meeting will be held on Thursday, March 1, 2018 at 9:00 a.m. The location of the meeting will be the Hays County Transportation Department, located at 2171 Yarrington Rd., San Marcos, TX 78666.

SUBMISSION OF BIDS: Each bidder shall submit its response to the Invitation for Bid (IFB) in a sealed envelope. This IFB provides the information necessary to prepare and submit bids including cost. The award shall be based on lowest and best bid. Please submit two (2) signed originals, two (2) copies and one (1) electronic copy, provided on a thumb drive, of your bid.

BONDS: If the block is marked on page one for Bid Bond and Performance Bond, the following applies:

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

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

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.

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 Hays County Purchasing Manager. It is the Bidder's responsibility to acknowledge receipt of all addenda with bid submission.

BIDS WILL BE received and publicly opened at the location, date and time stated above. Bidders, their representatives and interested persons may be present.

2. GENERAL INFORMATION

FUNDING: Any contract awarded pursuant to this IFB shall be contingent on sufficient funding and authority being made and available in each fiscal period by the approval of Commissioners Court. If sufficient funding or authority is not made available, then this contract shall become null and void. Funds for payment have been provided through the Hays County budget approved by the Commissioners Court for the fiscal year only. State of Texas prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.

CONTRACT: This bid, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County.

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.

If bid is accepted and approved by Commissioners Court, this bid becomes the contract. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. 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.

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

The County 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.

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.

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.

INVOICES: shall be sent directly to the Hays County Auditor's Office, 712 S. Stagecoach Trail, Suite 1071, San Marcos, Texas 78666. Payments will be processed after notification that all services/supplies have been rendered satisfactorily and no unauthorized services have been rendered.

Hays County terms of invoice are net thirty (30) days from invoice date.

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

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

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

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

CONTRACT TERM: The term of this contract will commence on the date of approval of Hays County Commissioners Court and will be effective through September 30, 2018. Contract may be extended by the Commissioners Court of Hays County.

3. BIDDING REQUIREMENTS

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

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

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

BASIS OF AWARD: The County reserves the right to award a contract for named project to a bidder on the basis of total low bid and/or the best value for the County. Bidders must bid on all items in order to be considered responsive.

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. Bids cannot be altered or amended after submission deadline.

CONFLICT OF INTEREST: A vendor or other person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local government entity, or is an agent of a vendor or person who is seeking to contract with the County must file a Conflict Disclosure Questionnaire online at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm (form can be downloaded at https://www.ethics.state.tx.us/forms/CIQ.pdf). As part of this packet, please mark "Not Applicable" on any questions that do not apply to your affiliation or business relationship with any Hays County elected officer and return with the response package. **Please submit the Conflict of Interest Questionnaire with your proposal/bid submission. Failure to return this document may disqualify your response from consideration.**

ESTIMATED QUANTITIES: Hays County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

PURCHASE ORDER: A PURCHASE ORDER IS REQUIRED FOR ANY WORK ORDER/INVOICE GREATER THAN OR EQUAL TO $500.00 for products and/or services. The purchase order number must appear on all itemized invoices and/or requests for payment. No work is to be performed until a purchase order number is acquired for any amount greater than or equal to $500.00. It is the responsibility of the vendor to ensure a purchase order has been obtained prior to performing work. No amount over $500.00 will be paid if vendor has not taken steps to ensure compliance with this requirement.

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.

Specifications for Road Improvements-Hot Mix Overlay

Scope of Project:

HMACP type D level up course, Tack Coat, Full Width Fabric Underseal, a 2" HMACP type D overlay with tapered edges, Asphalt Milling in noted areas, and tapers at driveways as directed by Hays County personnel.

Specifications:

Specification Items 300, 340, 356 of the Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges shall govern on this project. **Fractionated RAP passing the 1/2" sieve may be used on this project.**

Pre-paving preparations:

All site preparations for paving shall be the responsibility of Hays County, except as noted for areas requiring milling operations.

Post-Paving Cleanup:

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

Traffic Control/Safety Operations:

Safety warning signage, flagger operations, and traffic control shall be the responsibility of the Contractor and will meet TxDOT standards.

Contractor supplied temporary reflective centerline tabs shall be placed after each day's operation.

Named roadways may be deleted as deemed necessary by Hays County.

Scheduling:

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

Hays County Transportation Department shall be notified 2 weeks prior to start date of each named roadway.

Notification Along Residential Streets:

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

Project Description:

Budgeted Paving Projects are combined and bid on a per ton basis, to include an additional 5% increase in tonnage for the level up course:

1. **Mountain Crest Dr.**

    a. Approx. 24’ x 4,840’ x 2”, plus a 40’ radius Cul de Sac

2. Live Oak Dr.

    a. Approx. 24’ x 1,555’x 2”, plus a 40’ radius Cul de Sac

3. **Hill Dr.**

    a. Approx. 24’ x 740’ x 2”

4. **Crest View Dr.**

    a. Approx. 24’ x 1,514’ x 2”, plus two (2) 40’ radius Cul de Sacs

5. **West View Dr.**

    a. Approx. 24’ x 2,484’ x 2”, plus a 40’ radius Cul de Sac

Budgeted Asphalt Milling Areas shall be bid as one lump sum:

1. 250 SY at 2”of depth on Mountain Crest Drive, located on either side of the entrance gate as directed by Hays County personnel.

Bidding Instructions:

1. Bid combined paving projects on a per ton basis.

2. Bid milling operations as a lump sum.

BID SHEET

BID # IFB 2018-B05

ROAD IMPROVEMENTS/HOT-MIX OVERLAY

(Submit bid pricing as cost per ton for total tonnage of all locations combined)

Bid Price for Budgeted Projects:

$_____ per ton, including all required scope of work items.

$_____ for milling operations as described (lump sum).

Certificate of Interested Parties

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

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

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

If you do not have access to the link provided above please or have any questions please contact Purchasing at 512-393-2271.

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 262.076 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:**

   _____Does not own taxable property in Hays County.

   _____Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County.

Name of Contracting Company

Contact Name

Title

Mailing Address

City **State** **Zip Code**

Signature of Company Official Authorizing Bid/Offer

Printed Name

Phone **Fax** **E-mail address**

VENDOR REFERENCES

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

REFERENCE ONE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Scope of Work: _____

Contract Period: _____

REFERENCE TWO

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Scope of Work: _____

Contract Period: _____

REFERENCE THREE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Scope of Work: _____

Contract Period: _____

HAYS COUNTY
PRACTICES RELATED TO
HISTORICALLY UNDERUTILIZED BUSINESSES

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

   B. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas

Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

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

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
   A. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
   B. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
   C. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.

5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
   A. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
   B. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
   C. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
   D. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.

6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.

7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Signature Date

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: _____

COMPANY NAME: _____

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.*

_____ _____

Date Signature of Company Representative

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 Signature

_____

Date

Hays County
Purchasing Department

SENATE BILL 252 CERTIFICATION

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

_____
Company Name

_____
RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

_____
Purchasing Representative

_____
Date

BID CHECKLIST

____ 1. Solicitation, Offer and Award completed, signed and submitted with bid

____ 2. The Bid Sheet(s) completed and submitted with bid

____ 3. Vendor References completed and submitted with bid

____ 4. Vendor/Bidder's Affirmation Page completed, signed and submitted with bid

____ 5. HUB Practices signed and submitted with bid

____ 6. Conflict of Interest Questionnaire completed, signed and submitted with bid

____ 7. Certificate of Interested Parties filed online with the Texas Ethics Commission and a notarized copy signed and submitted with bid

____ 8. Code of Ethics signed and submitted with bid

____ 9. House Bill 89 Verification form signed, notarized and submitted with bid

____ 10. Bid is in a sealed envelope with the bid title & number on it and addressed to:

Kim LaPointe, CPPB
Hays County Purchasing Manager
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 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 the execution of a Business Associates Agreement with Ranger Shredding for shred services.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 13, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza	INGALSBE	N/A

SUMMARY

The Records Management Officer has selected Ranger Shredding as the company to shred for the FY18 countywide shred event.

The HIPAA Privacy and Security Rules require that covered entities enter into contracts with their selected vendors to ensure that they will take the appropriate measures to safeguard protected health information. Ranger Shredding will comply and adhere to the guidelines set forth by HIPAA under the attached Business Associates Agreement.

Hays County Development and Community Services
Local Health Department
401-A Broadway, San Marcos, Texas 78666
512-393-5520

HAYS COUNTY LOCAL HEALTH DEPARTMENT
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made as of the 13th day of February, 2018 (the "Effective Date", by and between **Hays County** and its affiliate and subsidiary organizations ("Covered Entity") and **Ranger Shredding** ("Business Associate") (Each a "Party" and collectively the "Parties").

WHEREAS, Business Associate provides **document shredding services** to or on behalf of Covered Entity.

WHEREAS, the parties desire to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Final Rule for Standards for Privacy of Individually Identifiable Health Information adopted by the United States Department of Health and Human Services and codified at 45 C.F.R. Part 160 and Part 164, Subparts A & E (the "Privacy Rule"), the HIPAA Security Rule, codified at 45 C.F.R. Part 164, Subpart C (the "Security Rule") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH") including 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316.

WHEREAS, the Parties are entering into this Agreement to set forth the terms and conditions of disclosure of Protected Health Information ("PHI") by Covered Entity to Business Associate, to set forth the terms and conditions of Business Associate's use and disclosure of PHI, and to ensure the confidentiality, integrity and availability of Electronic Protected Health Information ("EPHI") that Business Associate may create, receive, maintain or transmit on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.103, and 164.304, 164.501 and 164.502.

2. **Obligations and Activities of Business Associate.**
   - **a.** Business Associate is permitted or required to use and disclose PHI for purposes of performing its obligations to Covered Entity, provided that such use or disclosure would not violate the Privacy Rule, the Security Rule, ARRA, or state confidentiality and data security laws, if done by Covered Entity. To the extent the Business Associate is to carry out a Covered Entity's obligation under the

Privacy Law, the Business Associate will comply with requirements applicable to the Covered Entity in the performance of such obligation.

b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. Business Associate agrees to implement Administrative Safeguards, Physical Safeguards and Technical Safeguards ("Safeguards") that reasonably and appropriately protect the confidentiality, integrity and availability of PHI as required by the "Security Rule", including those safeguards required pursuant to 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314 and 164.316, in the same manner that those requirements apply to Covered Entity pursuant to 45 C.F.R. § 164.504.

c. Subject to the limitation of liability set forth herein, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement or the Privacy and Security Rules.

d. Business Associate agrees to report to Covered Entity any use or disclosure for the PHI not provided for by this Agreement, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware.

e. Business Associate agrees to ensure that any agent, including a subcontractor or vendor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information through a contractual arrangement that complies with 45C.F.R. § 164.314.

f. Business Associate agrees to provide paper or electronic access, at the request of Covered Entity and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. If the Individual requests an electronic copy of the information, Business Associate must provide Covered Entity with the information requested in the electronic form and format requested by the Individual and/or Covered Entity if it is readily producible in such form and format; or, if not, in a readable electronic form and format as requested by Covered Entity.

g. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity. If Business Associate receives a request for amendment to PHI directly from an Individual, Business Associate shall notify Covered Entity upon receipt of such request.

h. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at

the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for the purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and Security Rule.

i. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.

j. Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures for PHI in accordance with 45 §C.F.R. 164.528.

k. If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information (as defined in 45 C.F.R. § 164.402) for Covered Entity, it shall, following the discovery of a breach of such information, and to the extent it possesses said information, promptly notify Covered Entity of such breach. Such notice shall include to the extent known:

- **i.** the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such breach;
- **ii.** a brief description of what happened, including the date of the breach and discovery of the breach;
- **iii.** a description of the type of Unsecured PHI that was involved in the breach;
- **iv.** a description of the investigation into the breach, mitigation of harm to the individuals and protection against further breaches subject to the liability limitations set forth herein;
- **v.** the results of any and all investigation performed by Business Associate related to the breach; and
- **vi.** contact information of the most knowledgeable individual for Covered Entity to contact relating to the breach and its investigation into the breach.

However, "breach" is defined under 45 C.F.R. § 164.402 and all obligations of the parties with regard to identifying and reporting a disclosure as a breach are governed thereby.

l. Business Associate agrees to report to the Director of Development & Community Services in writing any security incident, unintentional use or disclosure of unsecured PHI, identified internal/external breach of data, or disaster occurrence of which Business Associate becomes aware within the time designated for the type of information disclosed.

i. Federal information breach, includes Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first consecutive clock hour of discovery.

ii. Personal Health Information and other types of confidential information, not more than 24 hours after discovery, or in a period approved in writing.

m. Business Associate agrees that it will not receive remuneration directly or indirectly in exchange for PHI without authorization unless an exception under 13405(d) of the HITECH Act applies.

n. Business Associate agrees that it will not receive remuneration for certain communications that fall within the exceptions to the definition of Marketing under 45 C.F.R. §164.501 unless permitted by the HITECH Act.

o. If applicable, Business Associate agrees that it will not use or disclose genetic information for underwriting purposes, as that term is defined in 45 C.F.R. § 164.502.

p. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504 (e)(2)(i)(B).

q. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.5020)(1).

r. Limitation of Liability. The total maximum liability (the "limitation of liability") of Business Associate for all costs, expenses, mitigation, credit monitoring, indemnification, hold harmless responsibility, damages, penalties, fines, losses, attorneys' fees, judgments , claims, costs associated with a breach that occurs as a result of Business Associate's handling of PHI, EPHI, data, records covered hereunder, completion of the notification process to each patient as defined by the HIPAA and HITECH, state law, regulation at Business Associate's expense, financial responsibility for any of Covered Entity's fines, settlements or legal action that may occur as a result of a Business Associate's Breach or claims hereunder, shall be limited to a maximum of the proven claim or claims of up to two (2) times the previous twelve (12) months invoices of Covered Entity with Business Associate, or if a claim occurs prior to 12 months of invoicing, then the estimated annual revenue from this account. Covered Entity's insurance carrier shall not be entitled to subrogate for any sums it has paid to or on behalf of Covered Entity resulting from fault by Business Associate in excess of the limitation of liability set forth herein above.

s. Accounting to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services ("HHS") in a time and manner designated by Covered Entity or the Secretary, for the purpose of determining Covered Entity's compliance with the Privacy Rule. Business Associate agrees to make its policies and procedures, and

documentation required by the Security Rule related to required safeguards, available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Security Rule. Business Associate shall promptly notify Covered Entity's Privacy Officer of communications with HHS regarding PHI provided by or created by Covered Entity and shall provide Covered Entity with copies of any information Business Associate has made available to HHS under this provision.

t. Electronic Protected Information transmitted or otherwise transferred from Covered Entity to Business Associate should be encrypted by Covered Entity with a process that renders the Electronic Protected Information unusable, unreadable, or indecipherable to unauthorized individuals within the meaning of HITECH § 13402 and any implementing guidance.

3. Obligations of Covered Entity.

a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

d. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, provided that, to the extent permitted by the Service Arrangement, Business Associate may use or disclose PHI for Business Associate's Data Aggregation activities or proper management and administrative activities.

4. Term and Termination.

a. This Agreement shall be in effect upon execution by the Parties and shall remain in effect for the duration of the relationship, functions or services giving rise to the necessity of a Business Associate Agreement, and until all of the PHI provided by Covered Entity to Business Associate, or created, received, maintained or transmitted by Business Associate (or its agent or Subcontractor) on behalf of Covered Entity, is destroyed or returned to Covered Entity or if it is infeasible to return or destroy PHI, protections required under this Agreement are extended to such information for so long as Business Associate retains such information.

b. In addition to the rights of the Parties established by the underlying Agreement, if either Party reasonably determines that the other Party has Breached any of

its obligations under this Agreement, the non-breaching Party shall have the right to:

- **i.** Provide breaching Party with a 30 day period to cure the Breach or end the Violation; or
- **ii.** Terminate this Agreement and any underlying agreement(s) immediately if the Breach is incurable.
- **iii.** Before exercising any of these options, the non-breaching Party shall provide written notice to breaching Party describing the violation and the action it intends to take.

5. Return or Destruction of PHI.

Upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate shall:

- **a.** At Covered Entity's option, return to Covered Entity or destroy all PHI, all Health Information and any related data in whatever form or medium that Business Associate received from or created, received, maintained or transmitted on behalf of Covered Entity. This provision shall also apply to all PHI, Health Information and any related data that is in the possession of Subcontractors or agents of Business Associate. In such case, Business Associate shall retain no copies of such information, including any compilations derived from and allowing identification of PHI. Business Associate shall complete such return or destruction as promptly as possible, but not more than 30 days after the effective date of the conclusion of this Agreement.
- **b.** If Business Associate destroys PHI, it shall be done with the use of technology or methodology that renders the PHI unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in HHS guidance.
- **c.** If Business Associate believes that the return or destruction of PHI or Health Information is not feasible, Business Associate shall provide written notification to the Covered Entity's Privacy Officer of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is not feasible, Business Associate and its agents and Subcontractors shall extend the protections of this Agreement to PHI and Health Information received from or created on behalf of Covered Entity, and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate and/or its agents and Subcontractors maintain the PHI.
- **d.** Continuing Privacy Obligation. The Business Associate's obligation to protect the privacy and security of the PHI it created, received, maintained or transmitted for or from Covered Entity will be continuous and survive termination, cancellation, expiration or other conclusion of this Agreement.

6. Record Access.

Business Associate agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States, the Secretary of HHS or their duly authorized representatives until the expiration of four years after services are furnished under this Agreement.

7. **Automatic Amendment.**
   This Agreement shall automatically amend so that the obligations imposed on Business Associate remain in compliance with the following: (1) any applicable amendment to the regulations promulgated by HHS; (2) any applicable state statute or regulation that is issued in furtherance of the state's protection of PHI, that is not otherwise pre-empted by federal law; and (3) Title 45 CFR, Parts 160 and 164.

8. **Interpretation.**
   Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the Privacy Rule, Security Rule, and ARRA.

9. **Assignment of Rights and Delegation of Duties.**
   Nothing in this Agreement shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Business Associate and Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.

10. **Compliance with the Law**.
    The Parties acknowledge and agree that, beginning on the effective date of this Agreement, Business Associate shall comply with all obligations of a "business associate" under HIPAA, ARRA, and other applicable laws and regulations as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place.

11. **Relationship of Parties.**
    For purposes of this Agreement, Business Associate is an independent contractor of Covered Entity and shall not be considered an agent of Covered Entity.

12. Notices.

All notices, demands and communication provided for herein or made hereunder shall be in writing, be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt, or by electronic facsimile with confirmation sent by United States first class mail and will be addressed to the addresses below. Notices shall be deemed received on the earliest of personal delivery, upon the next business day after delivery by electronic facsimile with confirmation that the transmission was completed or upon receipt by any other method of delivery.

All notices shall be addressed to the appropriate party as follows:

If to Covered Entity:
Hays County Local Health Department
Attn: Clint Garza, Director of Development & Community Services
P.O. Box 1006,
San Marcos, Texas 78667
Phone Number: 512-393-2157
james.garza@co.hays.tx.us

If to Business Associate:

_____

Attn: _____

Address: _____

_____

Phone Number: _____

Email Address: _____

Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf effective as of the date last signed below.

APPROVED AND ACCEPTED BY:

Hays County Development and Community Services
Local Health Department
401-A Broadway, San Marcos, Texas 78666
512-393-5520

Covered Entity:	**Business Associate:**
Hays County	
By: _____	By: _____
Printed Name:_____	Printed Name: _____
Title: _____	Title: _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve out of state travel for Emergency Communication Coordinator Erica Carpenter and LEAD Emergency Communication Officers – Megan Jones, Jennifer Courtney, Courtney Booth and Amanda Oliver to attend the Navigator Conference in Las Vegas, Nevada.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 13, 2018	$1,100.00

LINE ITEM NUMBER

001-618-00.5551

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	SHELL	N/A

SUMMARY

The Sheriff's Office is seeking court approval of out of state travel for Emergency Communication employees to attend the Navigator Conference beginning April 23-26, 2016, 2018 in Las Vegas.
Erica Carpenter, once again, has been invited to be a guest speaker at the conference. This training will allow S.O. Emergency Communication staff to learn from seasoned professionals in their field. The conference will provide updates on the PRoQA system and the attendees will be able to learn about the latest tools and technology related to Police, Fire and Medical Dispatch.
Capital Area Council of Governments (CAPCOG) and Priority Dispatch have agreed to cover expenses of registration, hotel fees, and airfare for all five emergency communication supervisors. A total of $1,100.00 of per diem and miscellaneous transportation fees will be expensed from the Sheriff's Office Continuing Education g/l.

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 reappointment of Commissioner Ray Whisenant to the Central Texas Clean Air Coalition (CAC), one year term ending 12/31/18.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 13, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	COBB	N/A

SUMMARY

CAC is a committee within CAPCOG, Capital Area Council of Governments.

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 submittal of a Resolution to the Governor's Office, Criminal Justice Division, for the associated application for grant funding to support the Hays County Veterans Court in the amount of $77,069.48.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 13, 2018	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Glickler/Garza	INGALSBE	N/A

SUMMARY

This application is to submit a Resolution along with the application for funding to the Governor's Office, Criminal Justice Division (CJD) for funding to support the fifth year operations of the Hays County Veterans Court. The grant term is 09-01-18 through 08-31-19.The application is submitted electronically and is due on February 20, 2018.

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

*Please read carefully the Instructions (see below) and then complete Section A **or** Section B **or** Section C, not all three. If recipient completes Section A **or** C and sub-grants a single award over $500,000, in addition, please complete Section D.*

Recipient's Name: Hays County, Texas	
Address: 111 E. San Antonio St., Ste. 300, San Marcos, Texas 78666	
Is agency a; x Direct or □ Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? □ Yes x No
DUNS Number: 09-7494884	Vendor Number (only if direct recipient) 74-6002241
Name and Title of Contact Person: Shari Miller, Human Resource Director	
Telephone Number: 512-393-2245	E-Mail Address: shari.miller@co.hays.tx.us

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

□ Less than fifty employees. □ Indian Tribe □ Medical Institution.
□ Nonprofit Organization □ Educational Institution □ Receiving a single award(s) less than $25,000.

I, _____ [*responsible official*], certify that _____ [*recipient*] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that _____ [*recipient*] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over $500,000, in addition, please complete Section D

_____

Print or Type Name and Title *Signature* *Date*

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Bert Cobb, M.D. [*responsible official*], certify that Hays County, Texas [*recipient*], which has fifty or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office: Hays County, Texas [*organization*], 111 E. San Antonio, St., Ste. 300, San Marcos, Texas 78666 [*address*].

Bert Cobb, M.D. County Judge Debbie Ingalsbe on behalf of Bert Cobb, M.D. _____

Print or Type Name and Title *Signature* *Date*

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of $500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [*responsible official*], certify that _____ [*recipient*], which has fifty or more employees and is receiving a single award of $500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [*date*] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over $500,000, in addition, please complete Section D

_____

Print or Type Name and Title *Signature* *Date*

Section D—Declaration Stating that Recipient Subawards a Single Award Over $500,000

If a recipient agency, subawards a single award of $500,000 or more then the granting agency should provide a list; including, name, address and DUNS # of each such sub-recipient.

Sub-Recipient Agency Name/Address	Sub-Recipient DUNS Number

If additional space in necessary, please duplicate this page.

OMB Control No. 1121-0340 Expiration Date: 12/31/2015

INSTRUCTIONS Completing the Certification Form Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three. If recipient completes Section A *or* C and sub-grants a single award over $500,000, in addition, please complete Section D.

Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under $25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of $25,000 or more, but less than $500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of $500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Section D

Recipients that (1) receive a single award over $500,000; *and* (2) subaward a single award of $500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

OMB Approval No. 1121-0340 Expiration Date: 12/31/15

Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information.

The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.

San Marcos, Texas

RESOLUTION

STATE OF TEXAS §
§
COUNTY OF HAYS §

A resolution of the Commissioners Court of the County of Hays, Texas hereby authorizing the submittal of a grant application for the Specialty Court/Veterans Court Program to the Office of the Governor, Criminal Justice Division (CJD). CJD grant application number is 2775905.

WHEREAS, the Hays County Commissioners Court finds it in the best interest of the citizens of Hays County, that the Hays County Veterans Court be operated for the 2019 fiscal year; and

WHEREAS, the Hays County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, the Hays County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, the Hays County Commissioners Court designates the Hays County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court approves submission of the grant application for the Hays County Veterans Court to the Office of the Governor, Criminal Justice Division.

ADOPTED THIS THE 13TH DAY OF FEBRUARY, 2018.

_____

Bert Cobb
Hays County Judge

ATTEST:

_____

Liz Q. Gonzalez
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the execution of a Resolution and the submission of a grant application to the Office of the Governor, Criminal Justice Division, Justice Assistance Grant program in the amount of $115,300.00 for the 'Hays County Crime Scene Analysis Solution' project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 13, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
GARZA	INGALSBE	N/A

SUMMARY

This grant is to provide the Hays County Sheriff's Department with a crime scene analysis solution that will allow for 3D diagraming of crime and accident scenes. This grant application is due in e grants on February 20, 2018. No matching funds are required.

Resolution

STATE OF TEXAS §
§
COUNTY OF HAYS §

A resolution of the Commissioners Court of the County of Hays, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Criminal Justice Division, Justice Assistance Grant Program for the Hays County Crime Scene Analysis Software project. Grant application number is 3565901.

Whereas, The County of Hays finds it in the best interest of the citizens of Hays County, that the Hays County Crime Scene Analysis Software project be operated for the 2019 fiscal year; and

Whereas, Hays County agrees that in the event of loss or misuse of the Office of the Governor funds, Hays County assures that the funds will be returned to the Office of the Governor in full.

Whereas, Hays County designates the Honorable Bert Cobb, County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hays County approves submission of the grant application for the Hays County Crime Scene Analysis Software project to the Office of the Governor.

ADOPTED THIS THE 13th DAY OF February, 2018.

_____

Bert Cobb, MD
Hays County Judge

ATTEST:

_____

Liz Q. Gonzalez
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the execution of a First Amendment to the Professional Services Agreement with Costello, Inc. for engineering services at Hays County owned property along Clovis Barker Road in Precinct 1.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 13, 2018	n/a

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
GARZA	INGALSBE	N/A

SUMMARY

As provided in the Professional Services Agreement, Costello, Inc. has requested an extension to complete the preliminary engineering services for drainage study and roadway design of Leah Ave. through Hays County owned property. The extension will allow additional working days, extending the project completion to 8/13/18.

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

This 1st Amendment to Professional Services Agreement ("Amendment") attached as Exhibit "A" which was executed on May 9, 2017 is made this 13th day of February, 2018, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County"), and Costello, Inc., (hereinafter referred to as "Contractor"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

AMENDMENTS:

Pursuant to Section 4. Duration, Contractor has made a written request for an extension of the Completion Date, attached as Exhibit "B".

Section 4. DURATION of the Agreement shall be amended to reflect the following:

The parties agree that the Work shall be completed on or about the 13th day of August, 2018 (herein the "Completion Date"). In the event the Contractor is unable to complete the Work by the Completion Date, Contractor shall request and extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

EXCEPT FOR THE ABOVE MODIFICATIONS, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 1ST Amendment to Professional Services Agreement is hereby executed this the 13th day of February, 2018, as is evidenced by the authorized signatures of the Parties, below.

CONTRACTOR

_____

VERNON W. HEGWOOD, P.E.
PROJECT MANAGER/VP TRANSPORTATION

HAYS COUNTY, TEXAS

_____

DEBBIE GONZALES INGALSBE
COMMISSIONER PCT. 1,
ON BEHALF OF HAYS COUNTY

ATTEST: _____

LIZ Q. GONZALEZ
HAYS COUNTY CLERK

EXHIBIT “A”

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **Costello, Inc.** (hereinafter "Contractor"), whose primary place of business is located at 1016 La Posada Dr. Ste 288 Austin, TX 78752, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective the 9th day of May, 2017 (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW

This PSA is to contract with Costello, Inc. to perform preliminary engineering services required for drainage and roadway improvements related to Hays County owned property at Clovis R. Barker Rd. and Civic Center Loop and design/location of Leah Ave. from Clovis R. Barker Rd. to Cottonwood Pkwy.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of James "Clint" Garza and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit "A", and any subsections of Exhibit "A", if as and when they are attached hereto and signed by the parties (collectively "the Work"). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits "A" and/or "C"), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit "C", attached hereto.

4. DURATION

The parties agree that the Work shall be completed One-Hundred Eighty (180) days after commencement date. (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date.

The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit "B." Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed One Hundred Sixty-two thousand, nine hundred and thirty-four dollars and four cents. ($162,934.04) for the Work under this Agreement.

6. PAYMENT

Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices by sending payment to Contractor's address stated in Section 8, below. ~~The County shall owe Contractor an additional one percent (1%) per month on any unpaid balance, beginning at the end of the first full month following the County's receipt of said invoice(s) and accruing monthly thereafter.~~ 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. NOTICE OF COMPLETION

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that

the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: County Judge, 111 E. San Antonio, Suite 300 San Marcos, Texas 78666; fax 512-392-6500; bert.cobb@co.hays.tx.us
All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.
Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement.

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to

indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

13. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY
Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE
THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

19. ASSIGNMENT
Neither party to this Agreement may assign it duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

20. BINDING EFFECT
Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

21. ENTIRE AGREEMENT; AMENDMENT
This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

22. WORK PRODUCT
Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

23. TERMINATION BY COUNTY
This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

Signatures by the parties to this Professional Services Agreement follow on the next page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

Hays County, Texas

By: Bert Cobb, M.D.
Hays County Judge

Contractor (COSTELLO, INC.)

By: Vernon Hegwood, P.E.
Vice President

EXHIBIT A-1

Scope of Work
ROUTE AND DESIGN STUDIES (Function Code 110)

1. Data Collection

A. The determination of data requirements, availability, and sources will be coordinated with the COUNTY's/CITY's designated PM. Once the data needs and sources are identified, the ENGINEER will contact the appropriate agencies and organizations to obtain the data. Data collection will focus on existing publically available information primarily for issues that could substantially influence project alternatives, including potential fatal flaws. Data to be collected will include, but not be limited to:

B. "As-built plans", existing schematics, right-of-way maps, and previous corridor studies, existing channel and drainage easement data, existing traffic counts, accident data, zoning and future land use maps, available Economic Development Plans, jurisdictional boundaries, City ETJ boundaries.

C. Existing utility information and mapping obtained from a GIS database and/or provided by the CITY and/or utility owners. Planned infrastructure such as transmission lines and major utilities.

D. Readily available floodplain information and studies from the Federal Emergency Management Agency (FEMA), the Corps of ENGINEERs (USACE), local municipalities and/or other governmental agencies.

E. Graphic files, plans, documents, and other data for existing and proposed improvements along corridor.

F. Photographic record of notable existing features collected during field reconnaissance from public right-of-way locations.

2. Review of Data

A. The ENGINEER will review the data collected and organize the information into design files.

3. Route Studies

A. The ENGINEER, with input from the COUNTY/CITY, shall develop key issues and evaluation criteria to assist in evaluating alignment alternatives and typical sections.

B. The ENGINEER shall develop alignment alternatives that fulfill the Purpose and Need of the Project, meet the design criteria, and avoid or minimize impacts to the identified constraints.

C. Using the evaluation criteria, the ENGINEER will identify a Recommended

Alternative.

4. Geotechnical Investigations

D. Obtain and review existing and available geotechnical and geologic information. Perform field reconnaissance of project limits. Attend coordination meeting.

E. Perform borings, obtaining a boring sample at 500 foot intervals to a minimum depth of 10 feet below proposed grade. Borings are estimated to consist of the following:

- 4 borings to a depth of 10 feet within the at-grade or fill areas.
- Borings shall occur within the limits of the existing roadway as well as between the existing roadway edge and the ROW line, dependent upon utilities and access.
- Two (2) bridge boring to a maximum of 70 ft.

F. Perform laboratory testing to classify soil strata, evaluate plasticity and shrink/swell potential and evaluate the compressive strength. Tests shall include moisture contents, Atterberg Limits, unconfined compressive strengths, sieve analyses, absorption swell tests, lime-series tests, California Bearing Ratio (CBR) and sulfate content tests.

G. Develop a recommended pavement design following TxDOT methodology.

H. Prepare Geotechnical Report to include the summary of field investigations, laboratory testing results and recommended pavement design.

I. Review Geotechnical Report and pavement recommendation

ENVIRONMENTAL COMPLIANCE AND PUBLIC INVOLVEMENT (Function Code 120)

1. **Clean Water Act Compliance** - A delineation of waters of the United States, including wetlands, shall be conducted within the proposed project area. This scope of work does not include the preparation of an Individual Permit application or Pre-Construction Notification for a Nationwide Permit. If permitting with the U.S. Army Corps of Engineers is required, an additional scope and fee shall be provided.

2. **Cultural** (Historical and Archeological Resources - Antiquities Code Compliance) - The preparation and submittal of a formal coordination letter to the Texas Historical Commission describing the soils/geology/local sites etc. and including a recommendation regarding archeological survey/no survey. This scope of work does not include the submittal/acquisition of a Texas Antiquities Permit, field surveys, testing, or mitigation for archeological or non-archeological historic resources under Section 106 of the NHPA or the Texas antiquities Code. If such efforts are required, a separate scope and fee shall be provided.

3. **Hazardous Materials Database Search** - A background database search for hazardous materials shall be conducted.

4. **Endangered Species Act Compliance** - A habitat assessment of state and federal listed species potentially affected by the proposed action shall be performed.

5. **Public Involvement**

   A. No public involvement is anticipated. Any public meetings would require a supplemental.

6. **Environmental Exclusions** - In addition to the items previously described within this section, the following tasks are not covered in this scope of work and may or may not be necessary. If deemed necessary, these tasks could be conducted under a separate or supplemental work authorization.

- Air Quality documentation
- Community Impact analysis
- Water Resources documentation
- Indirect and Cumulative Impacts analysis

- Tribal Coordination
- Public Hearing
- Threatened and Endangered Species Biota Surveys
- Archeological testing or data recovery
- HABS/HAER documentation
- Biological Assessment preparation of Sections 7/10a coordination
- Cave of solution feature mitigation
- Excavation of karst features identified or discovered
- Document submittal to TCEQ
- Coordination with TCEQ other than for one-time coordination
- Construction phase services
- Any Section 404 permitting
- Hazardous materials Phase I&II ESAs
- Additional documentation services requested as a result of a change in the environmental regulations at the time of approval of this work authorization.

RIGHT OF WAY DATA (Function Code 130)

1. Utility Coordination

B. The work to be performed by the ENGINEER under this contract shall consist of providing engineering services required for Utility Coordination. The existing utility file will be referenced into the current roadway design sheets.

C. Subsurface Utility Engineering (SUE) SUE is not anticipated and not part of this WA. Any required SUE will be part of a supplemental agreement.

D. Utility Adjustment Coordination including utility coordination meetings with individual utility companies, and communication and coordination with utilities.

i. The ENGINEER shall perform utility coordination and liaison activities with involved utility owners, their consultants, and the COUNTY/CITY to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.

a. The ENGINEER shall coordinate all activities with the City of San Marcos, or their designee, to facilitate the orderly progress and timely completion of the design phase. The Utility Coordinator will be responsible for the following:

b. The ENGINEER shall provide initial project notification letters to all affected utility companies, owners, and other concerned parties, if needed.

c. The ENGINEER shall provide the affected utility companies and owners a Utility Contact List for the project with all information such as: (a) Owner's Name; (b) Contact Person; (c) Telephone Numbers; (d) Emergency Contact Number; (e) E-mail addresses; (f) as well as all pertinent information concerning their respective affected utilities and facilities, including but not limited to: size, number of poles, material, and other information which readily identifies the utilities companies' facilities.

d. The ENGINEER shall advise utility companies and owners of the general characteristics of the Project and provide an illustration of the project footprint for mark-up of the utility facility locations that occupy the project area.

e. The ENGINEER shall coordinate which utilities will conflict with roadway construction and make the utility company aware of these conflicts.

E. Utility Engineering Utility design is not part of this WA. Needed utility design services will require a supplemental agreement.

F. Deliverables:
   i. Existing Utility Layouts (shown in roadway P&P sheets)
   ii. Utility Contact List
   iii. Potential Conflict Analysis Spreadsheet

FIELD SURVEYING (Function Code 150)

1. General

A. Surveys provided will be in accordance with the "Texas State Board of Land Surveying" and the applicable CITY regulations.

B. Survey field notes will be submitted if requested by the COUNTY/CITY.

C. The COUNTY will obtain right-of-entry agreements with property owners for the required field surveys.

D. Verify and compare previously located utility data with current ground conditions. The Surveyor will Contact the One-Call System in advance of performing field surveys to attempt data collection includes ties to location of marked utilities. This task does not always allow for timing of markings with the survey activities. Reasonable attempts to coordinate with utility owners will be made to achieve efficiency in data collection. Historically, results in this task have been marginal and there may cause to seek additional compensation for repeated trips to the project site to complete this effort.

2. Topographic Surveys for Engineering Design and Hydraulic analysis (acquisition surveying if needed)

A. Suveyor will attempt to obtain existing horizontal control points. Additional control will be established to adequately position horizontal control points as needed for project design activities and plan notations thereof. Control points will be established with conformance to current specifications for primary control. Where possible, reference ties to permanent features will be provided for each established horizontal control point. Data for the horizontal control will be based on Texas State Plane, Central Zone, NAD 83 (93) derived from OPUS solutions and verified by other measurement technologies.

B. Data collection will consist of spot elevations for improvements, edge of roadway, driveways, visible or marked utilities, drainage features, centerline of roadway, and grade breaks. Individual roadway cross sections will be taken at intervals not to exceed 100 feet.

C. Channel cross sections will be provided from the upstream face of the proposed

drainage structures (4-8 sections each) to approximately 200 feet upstream and downstream. The sections will indicate any ground breaks, top of banks, toe of slopes, water surface elevations, normal high water surface elevations (if discernible), etc. that define the actual contour of the section and the overbank area.

D. A stream alignment and profile extending the entire limits of the channel cross sections described above will be developed from the channel cross section information.

E. Profiles of intersecting driveways within the project limits will extend a sufficient distance beyond the existing right of way to ensure adequate data is available to determine tie-ins with proposed vertical alignment changes.

F. Field surveys will provide the locations of all small signs, mailboxes, and other visible surface features. Sign text, color, dimensions, and standard sign design will be provided in accordance with the TMUTCD.

3. Apparent Right-of-Way Surveys

A. Perform sufficient property records research to identify existing right-of-way and incorporate into DTM.

4. Utilities

A. Field surveys will locate horizontally crossings of power lines, telephone/cable lines, water lines, and pipe lines.

B. Location of existing utilities will be shown on the 2D files using field marked information designated by the utility companies and from surface evidence surveyed on the ground.

DRAINAGE (Function Code 161)

1. **Data Collection**

A. Obtain and review Effective Hydrologic and Hydraulic models of Cottonwood Creek Tributary #1.

B. Obtain and review Proposed Hydrologic and Hydraulic models of Cottonwood Creek Tributary #1 from City of San Marcos (current Halff study).

C. Obtain existing LiDAR data of project area, consistent with data used in proposed H&H models of current study.

D. Obtain available land planning data of subject tract.

E. Obtain existing property ownership data of adjacent and downstream tracts.

F. Obtain, as available, land planning or preliminary plats of proposed development projects within adjacent tracts.

G. Perform field reconnaissance along Cottonwood Creek Tributary #1 to confirm hydraulic parameters used in models.

H. Meet with City of San Marcos engineering department and Halff Associates (current study contractor) to discuss potential project requirements.

I. Obtain survey data completed for the City floodplain restudy and integrate data into LiDAR data set.

J. Obtain limited field topographic survey to supplement data. Data obtained in the field will be for the purposes of the study and will not constitute a full detailed survey topographic and/or boundary survey for the project. Full survey will be completed at the design stage of the project.

2. Review Data

A. Review Effective and Proposed H&H models to confirm flows, model data as it relates to the County tract, and floodplain status.

B. Review existing land planning data and adjacent property platting status to aid in determining potential improvement project concepts.

C. Determine the number of development scenarios, including possible shared projects with adjacent properties, to be analyzed.

3. Revised Existing and Calibration Condition Modeling

A. Revise existing condition hydrologic and hydraulic models to reflect any changes identified in review of data.

B. Using data from field reconnaissance, LiDAR and land planning data, revise hydrologic model to isolate (calibrate) subject tract in order to identify potential hydrologic and hydraulic impacts. Additional detail will be added to the models as needed to properly evaluate the existing and provide a baseline for comparison to the proposed conditions.

4. Proposed Development Conditions

A. Using land planning data provided by client, develop proposed condition hydrology in order to determine potential impact of development within subject tract.

B. Simulate potential detention improvements to mitigate the impacts of the proposed development within the subject tract.

C. Simulate potential shared detention (regional) improvements for combined projects with adjacent properties.

D. Develop engineer's estimate of probable construction costs for improvements.

5. Documentation

A. Prepare 8 ½ x 11 report, including tables and exhibits necessary to present the results of the analysis.

B. Report will be presented to City of San Marcos and Hays County Engineering for review and approval.

PROJECT MANAGEMENT (Function Code 164)

1. Project Management

   a. The ENGINEER will set up the project, direct and coordinate the various elements and activities associated with the project.

   b. The ENGINEER will provide continuous quality assurance and quality control to ensure completeness of product and compliance with COUNTY and City procedures.

   c. The ENGINEER will review all work for compliance with the COUNTY and the CITY's latest practices and procedures, policies, standards, specifications and design criteria prior to submission of deliverables.

   d. The ENGINEER will update the project specific Project Management Plan and submit to the COUNTY withing 30 days of the Notice To Proceed.

Limitations: This scope of services does not include securing a Section 404 Permit (i.e. Pre-Construction Notification), a traffic noise analysis, geologic assessment, or any field surveys.

2. Project Administration

   a. The ENGINEER will prepare correspondence, invoicing and progress reports, on a monthly basis in accordance with current COUNTY and CITY requirements and format. The ENGINEER will provide progress reports on a weekly basis.

   b. The ENGINEER will maintain routine project record keeping.

3. Progress/Coordination Meetings

   a. The ENGINEER will attend a Kickoff Meeting and interim coordination/progress meetings with the COUNTY/CITY as necessary to communicate the development of the project. The ENGINEER shall provide up to three (3) team members at these meetings, including sub-consultants as needed. Meetings include the following:

      Project Kickoff (1 each)

      Coordination/Progress Meetings (4 each)

   b. The ENGINEER will prepare meeting minutes and submit to the COUNTY Project Manager for review via e-mail within three working days of the meeting.

   c. The ENGINEER will conduct internal coordination meetings with the project team as required to advance the development of the route study.

4. Project Schedule

   a. The ENGINEER will prepare a project schedule indicating tasks, subtasks, critical dates, milestones, deliverables, and COUNTY/CITY review requirements.

   b. The ENGINEER will submit the schedule on a monthly basis with the project invoice indicating progress to date on each task and subtask. If substantial revisions to the schedule are anticipated, these revisions will be discussed at the next project progress meeting.

DELIVERABLES

1. Meeting Minutes, Sign-in Sheet, Agenda (5 Meetings)
2. Project Schedule
3. Monthly Invoices and Progress Reports
4. Project Management Plan

EXHIBIT B

Fee Schedule

Compensation for the Work to be performed under this Agreement will be billed on a monthly basis against the total fee shown in Section 5, above, using the following Rate Schedule:

The billing rates for the various job classifications are based upon a multiplier times salary cost. Salary Cost is defined as direct salary plus 40% for customary and statutory benefits such as social security contributions, unemployment, payroll taxes, worker's compensation, sick leave, vacation and holiday pay. A multiplier of 2.50 is used to obtain billing rates, except for field survey crews and principal which are fixed rates per hour.

CLASSIFICATION	BILLING RATE
Principal	$ 250.00
Senior Project Manager	230.00 - 240.00
Project Manager	150.00 - 220.00
Senior Project Engineer	130.00 - 210.00
Project Engineer	90.00 - 160.00
Engineer Intern	40.00 - 60.00
Hydrologists\Hydraulic Engineer	100.00 - 150.00
Senior Transportation Engineer	160.00 - 180.00
Transportation Engineer	90.00 - 140.00
Senior Structural Engineer	180.00 - 220.00
Structural Engineer	100.00 - 180.00
GIS Manager	110.00 - 160.00
GIS Specialist	100.00 - 150.00
GIS Technician	90.00 - 140.00
IT Manager	100.00 - 130.00
IT Technician	90.00 - 110.00
Senior Designer	115.00 - 170.00
Designer	90.00 - 125.00
Sr. Computer Tech\Computer Technician	65.00 - 120.00
Project Representative	85.00 - 130.00
Contract Adm\Clerical	40.00 - 170.00
Registered Surveyor	130.00 - 220.00
Senior Survey Technician	100.00 - 125.00
Survey Technician	60.00 - 125.00
1-Man GPS Survey Crew	120.00
2-Man GPS/Robotic Survey Crew	155.00
2-Man Survey Crew	135.00
3-Man Survey Crew	165.00

Mileage and expenses incurred will be billed at the following rates:

Normal Mileage	U.S. Government Standard mileage rate plus 10%
Survey Mileage	$ 0.75 per Mile
Expenses	Cost plus 10%

-- EXHIBIT "C" --

Additional Terms to the Services provided by Contractor, if any, are as follows:

A. N/A

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____

EXHIBIT “B

REQUEST FOR EXTENSION

February 6, 2018

Judge Bert Cobb, M.D.
Hays County
111 E. San Antonio, Suite 300
San Marcos, Texas 78666
Attn: James "Clint" Garza

RE: Leah Ave Preliminary Engineering Services PSA
Change Order Request for Contract Extension

Dear Mr. Garza:

In accordance with our contract, please accept this written request to modify Section 4 Duration. Please add 180 days to the duration in order to allow time to finalize the environmental documentation, drainage report, and recommended route alternative completing the preliminary engineering services.

Should you have any questions or requests, please feel free to contact me.

Sincerely,
COSTELLO, INC.

Vernon W. Hegwood, P.E.
Project Manager / VP Transportation

Y:\03_TRANSPORTATION\CLIENTS\COUNTY_HAYS\17105_LEAH AVE\CORRESPONDENCE\Hays County\CO#1 Request 2018-02-06.docx

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 a Resolution and the submission of a grant application to the Office of the Governor, Criminal Justice Division, Justice Assistance Grant program in the amount of $55,400.00 for the 'Hays County Law Incident Area Communications project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 13, 2018	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
GARZA	INGALSBE	N/A

SUMMARY

This grant application is to provide deployable, comprehensive, communication solution to the Hays County Emergency Responders for use during incidents or call-outs requiring multiple person collaboration. The grant application is due in e grants by February 20, 2018. No matching funds are required for this project.

Resolution

STATE OF TEXAS §
§
COUNTY OF HAYS §

A resolution of the Commissioners Court of the County of Hays, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Criminal Justice Division, Justice Assistance Grant Program for the Hays County Incident Area Communications project. Grant application number is 3568201.

Whereas, The County of Hays finds it in the best interest of the citizens of Hays County, that the Hays County Incident Area Communications project be operated for the 2019 fiscal year; and

Whereas, Hays County agrees that in the event of loss or misuse of the Office of the Governor funds, Hays County assures that the funds will be returned to the Office of the Governor in full.

Whereas, Hays County designates the Honorable Bert Cobb, County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hays County approves submission of the grant application for the Hays County Incident Area Communications project to the Office of the Governor.

ADOPTED THIS THE 13th DAY OF February, 2018.

_____

Bert Cobb, MD
Hays County Judge

ATTEST:

_____

Liz Q. Gonzalez
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the submission of a grant application to the Texas Department of State Health Services (DSHS) for the Tuberculosis Prevention & Control for FY 2019 State Funds in the amount of $25,875.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 13, 2018	$5,175

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
GARZA	COBB	N/A

SUMMARY

The Department of State Health Services provides funding to local health departments for the identification and treatment of those persons with, or exposed to, tuberculosis (TB). The state funding is $25,875, with a 20% match ($5,175.00) required of the County for participation in the program, for a total project amount of $31,050.00. The match will be budgeted within the Health Department for fiscal 2018 from existing salaries, benefits, and operating expenses. The funding period for this program is from September 1, 2018 through August 31, 2019.

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 a Resolution and the submission of a grant application to the Office of the Governor, Criminal Justice Division, General Victim Assistance Program in the amount of $56,435 for the 'Hays County Victims Assistance Coordinator' project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 13, 2018	$9410

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
GARZA	INGALSBE	N/A

SUMMARY

This grant is to provide support to the salary, benefits, and supplies for a Victims Assistance Coordinator position for the District Attorney's Office. A Victim Assistance Coordinator will provide direct victim services to victims of crime, and their families within Hays County. The total project cost including the 20% match is $56,435 and the application is due through e grant son February 20, 2018.

Required matching funds will be requested during the FY 2019 budget process.

Resolution

STATE OF TEXAS §
§
COUNTY OF HAYS §

A resolution of the Commissioners Court of the County of Hays, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Criminal Justice Division, General Victim Assistance for the Hays County Victim Assistance Coordinator project. Grant application number is 3607601.

Whereas, The County of Hays finds it in the best interest of the citizens of Hays County, that the Hays County Victim Assistance Coordinator project be operated for the 2019 fiscal year; and

Whereas, Hays County agrees that in the event of loss or misuse of the Office of the Governor funds, Hays County assures that the funds will be returned to the Office of the Governor in full.

Whereas, Hays County designates the Honorable Bert Cobb, County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hays County approves submission of the grant application for the Hays County Victim Assistance Coordinator project to the Office of the Governor.

ADOPTED THIS THE 13th DAY OF February, 2018.

_____

Bert Cobb, MD
Hays County Judge

ATTEST:

_____

Liz Q. Gonzalez
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Accept and authorize the execution of a Maintenance Contract from the Office of Attorney General for statewide crime victim notification service (SAVNS) in the amount of $28,546.78.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 13, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza	COBB	N/A

SUMMARY

This is a grant program (SAVNS) to assist Texas counties and other entities in maintaining a statewide system that provides offender release information, notification of court settings or events, supports the rights of victims of crime and public safety. The system provides immediate access to offender information that prosecutors, victim advocates and other criminal justice professionals can obtain through the SAVNS program. The Contract period is September 1, 2017 through August 31, 2018. Attached is the SAVNS maintenance contract and is submitted electronically.

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RE: FY18 SAVNS Maintenance Grant Contract Coversheet

***** FOR OAG INTERNAL USE ONLY *****

GCD contract number: 1877141

Grantee: Hays County

Amount: $28,546.78

Executed:

Term: Sept. 1, 2017–Aug. 31, 2018

Budget coding:

ORG	PCA	Agy Obj
966	10352	5137

DocuSign Envelope ID: 7E40C8AB-5286-45B7-8E13-C07C60EFBD90

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 1877141

This contract is executed between the Office of the Attorney General (OAG) and Hays County (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To ensure a standard statewide service to all interested entities, including GRANTEE, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor certified by the OAG.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 15, 2013. After an evaluation of offers, the OAG identified and certified a single vendor to provide statewide automated victim notification services ("SAVNS services"). The initial term of the Vendor Certification was from September 1, 2013 to August 31, 2015. The OAG exercised its option and extended the term until August 31, 2019 (the "Vendor Renewal Certification"). The Vendor Renewal Certification is attached hereto as Exhibit C and incorporates the offer to perform the "Requested Scope of Services—Statement of Work Requirements and Terms and Conditions Applicable to the Vendor Certification," as well as the Pricing Model as provided in the BAFO. The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

SECTION 2. TERM OF THE CONTRACT

This contract shall begin on September 1, 2017 and shall terminate August 31, 2018, unless it is terminated earlier in accordance with another provision of this contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Services Agreement. GRANTEE will execute a contractual "Services Agreement" with the Certified Vendor to provide services consistent with, and subject to the limitations contained in, the OAG Vendor Certification documents. The Services Agreement shall consist of the VINE Service Agreement attached to DIR-TSO-3937 as Appendix D

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(available at http://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-TSO-3937), as it and the related contract documents existed on September 1, 2017, as modified by the specific language provided in Exhibit B, which is attached hereto. GRANTEE acknowledges and agrees that it will only be eligible to receive grant funds under this contract if the Services Agreement includes the required modified language in Exhibit B. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Services Agreement or to any executed Services Agreement between GRANTEE and the Certified Vendor, except as permitted by OAG or as required by this contract. Moreover, GRANTEE is hereby placed on immediate financial hold, consistent with Section 9.2 of this contract, and will remain on financial hold until OAG receives an executed copy of the Services Agreement required by this section.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate, and relevant to support the SAVNS services; verify the Certified Vendor's performance according to the Services Agreement; satisfactorily discharge GRANTEE's obligations as described in the Services Agreement; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Services Agreement.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor, and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement with the Certified Vendor for the term of this contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and on a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE, and the other Statewide Stakeholders in the overall monitoring, inspection, and verification of the Certified Vendor's performances.

3.5 Scope of Services. For the purpose of this contract, the requirements, duties, and obligations contained in Section 3 of this contract are collectively referred to as the "Scope of Services." As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

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3.6 Special Conditions. The OAG may, at its sole discretion, impose special conditions on GRANTEE, without notice and without amending this contract. The imposition of any special conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all special conditions are satisfied.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. Such notice shall be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change. A change in GRANTEE's name requires an amendment to the contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with actual authority to act on behalf of GRANTEE. To change Grant Contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and other applicable requirements; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply

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with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles or other recognized accounting principle.

4.1.5 Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.1.6 Public Information Act. GRANTEE acknowledges that information, documents, and communications created or exchanged in the provision of services required by this contract may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and may be subject to required disclosure in a publicly accessible format pursuant to Section 2252.907 of the Texas Government Code.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports, in the appropriate format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE must provide a written explanation to the OAG on the quarterly statistical report for any year-to-date performance that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

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4.2.4 "Problem Log." GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem, and when the problem was resolved.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Requests for Reimbursement. REFER TO SECTION 4.3.5. FOR MORE INFORMATION ON REIMBURSEMENT RIGHTS AND PROCESSES - GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. OAG grant funds will be paid on a cost-reimbursement basis. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

4.3.3 Fiscal Year End Required Reports. On or before October 15 of each fiscal year covered by the term of this contract, GRANTEE will submit fiscal year-end required reports.

a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.

b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR Part 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual

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independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Assignment Of Rights Of Payment And Reimbursement Details. THE FOLLOWING PROVISIONS SPECIFICALLY APPLY TO THIS CONTRACT:

a. GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. GRANTEE EXPRESSLY ASSIGNS ANY AND ALL RIGHTS OF PAYMENT UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.

b. The Certified Vendor will invoice GRANTEE by September 15 of each fiscal year covered by the term of this contract.

c. GRANTEE shall submit an invoice to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The four quarters for each fiscal year covered by the term of this contract end respectively on November 30, February 28, May 31, and August 31. GRANTEE shall include a verification with its invoice to the OAG stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter.

d. The OAG will forward to the Certified Vendor the payments due to the GRANTEE from the OAG for services provided by the Certified Vendor as required by this contract.

e. The OAG will only pay a quarterly reimbursement payment in arrears after verification from the GRANTEE that services from the Certified Vendor were provided.

f. The OAG will process and forward payments to the Certified Vendor for each quarter during each fiscal year covered by the term of this contract for invoices received from the GRANTEE that include the appropriate verification along with its invoice. The quarterly payment will be made for invoices received by the OAG by the fifth (5th) day of the month following the end of each respective quarter, as defined above. The payment will be generated no later than the thirtieth (30th) day after the OAG receives a correct and complete invoice and any other information or documentation required by this contract or the OAG. If an invoice is submitted after the fifth (5th) day of any month following the end of the respective quarter, the invoice may not be paid until the next quarter, as defined above. The OAG will follow up at least once with any GRANTEE that has not returned its paperwork by the designated deadline for any quarter. The OAG will contact the GRANTEE by the tenth (10th) day of the next month following the end of each respective quarter.

g. If the GRANTEE does not submit the required invoice and verification prior to

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the quarterly deadline defined above, the OAG will process payment in accordance with Section 4.3.5(f).

h. If GRANTEE does not submit the required invoice and verification to the OAG within forty-five (45) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

4.3.6 Close Out Invoice GRANTEE shall submit a final invoice not later than forty-five (45) days after the earlier of (1) the termination of this contract; or (2) the end of each state fiscal year covered by the term of this contract.

4.3.7 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this contract has occurred, such as payments made inadvertently or payments made but later determined not to be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment from any amount owed as a reimbursement under this contract, or may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct any amount. GRANTEE and/or the Certified Vendor shall promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request; however, as between the OAG and Grantee title for equipment will remain with Grantee.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to, the equipment purchased under this contract, it shall use the proceeds to repair or replace said equipment.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing

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GRANTEE with copies of reimbursement vouchers.

SECTION 5. OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this contract executed between OAG and GRANTEE.

5.3 Payment of Authorized Costs. In accordance with the terms of this contract, the OAG will pay costs pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this contract is first executed. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds, or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract, without recourse, liability or penalty, upon providing written notice to the other Party thirty (30) calendar days before the effective date of such termination.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

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6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11, and 12.

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this contract.

6.5 Notices to Certified Vendor. Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain all records as are necessary to fully disclose the extent of services provided under this contract for a period of seven (7) years after the later of (a) the submission of the last expenditure report required under this contract, or (b) the full and final resolutionof all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this contract. The records include, but may not be limited to, the contract, any contract solicitation documents, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting meansures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared

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by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, and office-related equipment and duplicating services as OAG or its designees may reasonably

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require to perform the audits described in this contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports, Notices and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, and any other reports, notices or information, except financial reports specified below, must be submitted via email to:

OAG-Grants@oag.texas.gov

If requested or approved by the OAG, other programmatic reports may be submitted to:

Program Manager – Contracts and Asset Management Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports, Notices and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Contracts and Asset Management Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@oag.texas.gov

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OAG or GRANTEE.

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9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold, and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, and Other Applicable Requirements. GRANTEE agrees to comply with all applicable federal and state laws and any other requirements, including 2 CFR Part 200, relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, including Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance

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with UGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE and agreed to by the OAG, in advance. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract.

10.5 Does Not Boycott Israel. As required by Texas Government Code, section 2270.002, GRANTEE certifies, by executing this contract, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee.

10.6 Prohibited Company. GRANTEE certifies, by executing this contract, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, is a company with which OAG is prohibited from contracting under Texas Government Code, section 2252.152.

10.7 Law Enforcement Funding. To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01 of the General Appropriations Act for the term covered by this contract, funds may only be expended under this contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law Enforcement has certified that GRANTEE is in the process of achieving compliance.

10.8 Restriction on Abortion Funding. GRANTEE acknowledges that, under article IX, section 6.25 of the General Appropriations Act for the term covered by this contract, and except as provided by that Act, funds may not be distributed under this contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a

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franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, or partner of, or part of any joint venture or joint enterprise with the OAG or the State of Texas.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers, or any third parties. To the extent allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE or GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act, or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement, or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that GRANTEE may

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copyright any original books, manuals, films, or other original material and intellectual property developed or produced out of funds obtained under this contract, subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. GRANTEE hereby grants the OAG an unrestricted right to use, copy, modify, prepare derivative works, publish, and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract is considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG. OTHER THAN AS SPECIFICALLY ALLOWED IN THIS CONTRACT IN THAT GRANTEE UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS TO THE CERTIFIED VENDOR, GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this contract without the prior written approval of the OAG. GRANTEE agrees the OAG maintains complete discretion in evaluating any request to subcontract, assign any right, or delegate any duty under this contract, and the OAG may withhold its approval for any reason or no reason. If the OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

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11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

11.11 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including All Exhibits. This contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed

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by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

OFFICE OF THE ATTORNEY GENERAL	**Hays County**
_____	_____
	Printed Name: _____
Office of the Attorney General	Authorized Official

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SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 1877141

EXHIBIT A

Population Size: Large

The total liability of the OAG for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed the following:

Event	Cost for Jail	Cost for Courts	Maximum Number of Months	Total Grant Funds SHALL NOT EXCEED
Standard Maintenance Phase	$24,478.11	$4,068.66	12	**$28,546.78**

AS PROVIDED BY THIS CONTRACT, GRANTEE SPECIFICALLY UNDERSTANDS AND AGREES IT ASSIGNS ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS UNDER THIS CONTRCT TO THE CERTIFIED VENDOR.

The maximum number of months is provided above. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

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SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 1877141

EXHIBIT B

The following language shall replace the current language in Section VIII of the VINE Service Agreement attached to DIR-TSO-3937 as Appendix D:

> **VIII. Confidentiality**. The Service Provider shall not disclose any Confidential Information without the Customer's express, prior written permission, except to the extent that a disclosure is required by law or court order. For purposes of this paragraph, "Confidential Information" means all documents, reports, data, records, forms, and other materials obtained by the Service Provider from the Customer in the course of performing any Services (including, but not limited to, the Customer records and information): (i) that have been marked as confidential; (ii) whose confidential nature has been made known by the Customer to the Service Provider; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential. Notwithstanding the foregoing, "Confidential Information" does not include information in the public domain.
>
> In addition, the Service Provider shall not remarket or utilize any documents, reports, data, records, forms, or other materials created or obtained in relation to the VINE System, except as consistent with the terms of the Office of the Attorney General of Texas's Vendor Renewal Certification for the Statewide Automated Victim Notification Service.

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SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 1877141

EXHIBIT C

KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Vendor Renewal Certification for the Statewide Automated Victim Notification Service (SAVNS)

The Office of the Attorney General (OAG) initially accepted the offer of Appriss, Inc. to perform the requested Scope of Services - Statement of Work Requirements and Terms of Conditions Applicable to Vendor Certification submitted in the original response to the Request for Offer (RFO) for Statewide Automated Victim Notification Service (SAVNS), RFO #302-14AT-SAVNS, dated May 15, 2013. The original term of certification was for the period of September 1, 2013 to August 31, 2015. The RFO allowed the OAG to extend the certification for two additional two-year terms with the first optional renewal term to begin September 1, 2015. The OAG has previously exercised the first extension.

At this time, the OAG elects to extend the Vendor Certification for the Statewide Automated Victim Notification Service to Appriss Inc. for the second and final two-year renewal allowed in the RFO. This extension will be for the period beginning September 1, 2017 to August 31, 2019 and will be based on the Pricing Model that was approved in the original RFO response and subject to funding availability.

Consistent with the OAG's authority contemplated by the RFO, the OAG issues this certification under the limitations specified herein. The OAG's certification extends only to contracts relating to the SAVNS program that utilize the VINE Services Agreement template provided by the OAG. The OAG may withdraw this certification if Appriss violates any provision in the agreement template or any restriction contained herein. With the exception of information in the public domain, Appriss may not utilize SAVNS data for any purpose other than providing or improving Appriss' own existing products and services to Law Enforcement Agencies and Government Agencies. For purposes of this paragraph, "utilize SAVNS data" includes, but is not limited to, receiving, maintaining, disseminating, retaining, or otherwise providing access to any information obtained or extrapolated from data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders.

The Vendor Certification is subject to Appriss' continued adherence to any and all requirements in the RFO and the accepted response. The OAG may terminate or modify this certification at any time for failure to comply with any requirements of the RFO or to comply with any Texas or federal law.

AGREED AND ACCEPTED: [Signatures on file]

Adrienne McFarland
Deputy A.G. for Criminal Justice
Office of the Attorney General

Joshua P. Bruner
President, Appriss Safety
Appriss Inc.

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 District Attorney's Office to purchase 1 Power Edge R330 Rack Server with 6TB of storage and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 13, 2018	$2,779

LINE ITEM NUMBER

081-607-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Wes Mau	INGALSBE	N/A

SUMMARY

The DA's office downloads Gigabytes of videos that are stored on the Evidence.com site that are utilized to prepare for trials. These files are currently being stored on a county-wide file server. Due to the size of these evidence files, there is limited remaining storage space to properly store and archive. Funds are available in the DA's discretionary funds for this purchase.

Budget Amendment:

Decrease Expert Witness: 081-607-00.5436	($500)
Decrease Miscellaneous: 081-607-00.5391	($500)
Decrease Employee Testing: 081-607-00.5335	($200)
Decrease Photos Supplies & Processing: 081-607-00.5214	($500)
Decrease Membership Fees & Bonds: 081-607-00.5302	($1,079)
Increase Computer Eqpt: 081-607-00.5712_400	$2,779

A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total: $2,778.28

Quote number:	Quote date:	Quote expiration:
3000022039682.1	Feb. 7, 2018	Mar. 9, 2018

Company name:	Customer number:	Phone:
HAYS COUNTY - AUDITORS	9657350	(512) 393-2273

Sales rep information:

Cassie Neeley
Cassie_Neeley@Dell.com
(800) 456-3355
Ext: 5130211

Billing Information:

HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL
STE 1071
SAN MARCOS
TX 78666-6247
US
(512) 393-2273

Pricing Summary

Item	Qty	Unit Price	Subtotal
PowerEdge R330	1	$2,778.28	$2,778.28
		Subtotal:	$2,778.28
		Shipping:	$0.00
		Environmental Fees:	$0.00
		Non-Taxable Amount:	$2,778.28
		Taxable Amount:	$0.00
		Estimated Tax:	$0.00
		Total:	**$2,778.28**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

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Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

Cassie Neeley

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
MARVA PEARCE	(512) 393-2273	Standard Ground	712 S STAGECOACH TRL STE 1206 INFORMATIONTECH SAN MARCOS TX 78666-6250 US

SKU	Description	Qty	Unit Price	Subtotal
	PowerEdge R330 **Estimated delivery date:** Feb. 19, 2018 **Contract No:** 75AHH **Customer Agreement No:** DIR-TSO-3763	**1**	**$2,778.28**	**$2,778.28**
321-BBUC	Chassis with up to 4, 3.5 Cabled Hard Drives and Embedded SATA	1	-	-
340-AQHP	PowerEdge R330 Shipping	1	-	-
374-BBKP	Intel Xeon E3-1220 v5 3.0GHz, 8M cache, 4C/4T, turbo (80W)	1	-	-
412-AAGT	Standard Heat Sink for PE R230/R330	1	-	-
330-BBFN	PCIe Riser, 1x16 PCIe Gen3 FH slot (x8 PCIe lanes) 1x8 PCIe Gen3 LP slot (x4 PCIe lanes), R330	1	-	-
370-ABXV	Cooling Fan	1	-	-
370-ADRB	2400MT/s UDIMMs	1	-	-
370-AAIP	Performance Optimized	1	-	-
780-BBTW	RAID 10, S130, Cabled Chassis	1	-	-
405-AADV	S130, Software RAID (for Microsoft OS Only)	1	-	-
542-BBCQ	On-Board LOM 1GBE Dual Port (BCM5720 GbE LOM)	1	-	-

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330-BBFM	iDRAC Port Card	1	-	-
385-BBIJ	iDRAC8, Basic	1	-	-
429-AAQM	DVD ROM SATA Internal	1	-	-
325-BCJU	Dell EMC 1U Standard Bezel	1	-	-
770-BBBC	ReadyRails Sliding Rails Without Cable Management Arm	1	-	-
384-BBBL	Performance BIOS Settings	1	-	-
450-AEUW	Single Hot Plug Power Supply 350W	1	-	-
631-AACK	No Systems Documentation, No OpenManage DVD Kit	1	-	-
619-ABVR	No Operating System	1	-	-
421-5736	No Media Required	1	-	-
332-1286	US Order	1	-	-
805-9048	Dell Hardware Limited Warranty Plus On Site Service	1	-	-
805-9174	Basic Hardware Services: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair 3 Year	1	-	-
900-9997	On-Site Installation Declined	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-
210-AFEV	PowerEdge R330 Server	1	-	-
329-BDKZ	PowerEdge R330 Motherboard MLK	1	-	-
461-AADZ	No Trusted Platform Module	1	-	-
370-ADPT	16GB UDIMM, 2400MT/s, Dual Rank, x8 Data Width	2	-	-
400-AFXY	4TB 7.2K RPM SATA 6Gbps 3.5in Cabled Hard Drive	4	-	-
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	1	-	-

Subtotal:	$2,778.28
Shipping:	$0.00
Environmental Fees:	$0.00
Estimated Tax:	$0.00
Total:	**$2,778.28**

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Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for Consumer warranties ; for Commercial warranties).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer;Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at https://mozy.com/about/legal/terms.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the f oregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**
Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

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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

Ratify the purchase of one computer with accessories for the Historical Commission and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 13, 2018	$3,836

LINE ITEM NUMBER

141-676-00.5712_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Kate Johnson	COBB	SHELL

SUMMARY

The Historical Commission Director has received prior donations to purchase equipment to assist with drafting historical documentaries and oral history presentations.

Budget Amendment:
Increase Computer Equipment .5712_400
Decrease General Supplies .5201

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 hold a public hearing to establish a stop sign on Rim Rock Ranch Road at the intersection with Benito Lane (private) for southbound traffic only.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 13, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

This action would establish a stop sign for vehicles traveling south (going towards FM 32) on Rim Rock Ranch Road at the intersection with a private road called Benito Lane (see map).

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the execution of a Professional Service Agreement with Doucet & Associates to provide Plans, Specifications & Estimates (PS&E) services for the Old Bastrop Highway/CR 266 between Rattler Road and Centerpoint Road in Pct. 1 as part of the 2016 Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 13, 2018	$426,384.00

LINE ITEM NUMBER

034-801-96-522

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Michael J. Weaver	INGALSBE	N/A

SUMMARY

The Old Bastrop Highway/CR 266 (Centerpoint to Rattler Rd) reconstruction and safety improvements project is included in the County's 2016 Bond Program.

RECEIVED
JAN 24 2018
BY: PSL

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: Doucet & Associates, Inc. **("Engineer")**
ADDRESS: 7401B West Highway 71, Suite 160 Austin, Texas 78735
PROJECT: Old Bastrop Hwy/CR 266 **("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 **Four Hundred Twenty-Six Thousand Three Hundred Eighty-Four Dollars ($426,384)** (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 Prime Strategies, Inc., 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:

Prime Strategies, Inc.
Attn: Michael Weaver
1508 South Lamar Blvd.
Austin, Texas 78704

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:

Doucet & Associates, Inc.
Attn: John D. Doucet, P.E., LEED AP
7401B West Highway 71, Suite 160
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, INCL DING, 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: Prime Strategies, Inc.
   Attn: Michael Weaver
   1508 South Lamar Blvd.
   Austin, Texas 78704

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: Prime Strategies, Inc.
1508 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver

and to: HNTB
701 Brazos, Suite 450
Austin, Texas 78701
Attn: Richard Ridings, P.E.

ok
M 1/25/18

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

Engineer: Doucet & Associates, Inc.
7401B West Highway 71, Suite 160
Austin, Texas 78735
Attn: John D. Doucet, P.E., LEED AP

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

OK
1/25/2017

By: _____
Bert Cobb, MD, County Judge

Date: _____ ____, 20____

ENGINEER

Doucet & Associates, Inc.

By _____

Printed Name: John D. Doucet, P.E., LEED AP

Title: Executive Vice President, Principal

Date: Jan 12, 2018

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

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

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

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

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

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

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

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

Doucet & Associates, Inc.
Name of Firm

Signature of Certifying Official

John D. Doucet, P.E., LEED AP
Printed Name of Certifying Official

Executive Vice President, Principal
Title of Certifying Official

Jan. 12, 2018
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by John D. Doucet _____ the Executive Vice President / Principal of Doucet & Associates, Inc ,on behalf of said firm.

DEBORA D. NEWELL
Notary Public, State of Texas
My Commission Expires
April 28, 2019

Notary Public in and for the
State of Texas

My commission expires: April 28 2019

EXHIBIT B

ENGINEERING SERVICES

PROJECT

The project is widening and reconstructing the Old Bastrop Highway/CR 266 existing lanes from Centerpoint Road to Rattler Road for approximately 6,200 feet to provide for two (2) 12-foot lanes and 11-foot shoulder on each side.

Project Management & Coordination
Survey
Geotechnical
Environmental
Engineering, Plans, Specifications & Estimate (PS&E) Preparation
Quality Assurance/Quality Control (QAQC)
Constructibility Review
Construction Phase Services

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: Old Bastrop Highway/CR 266

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 Doucet & Associates, Inc. (the "Engineer").

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

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

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

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

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
Doucet & Associates, Inc.	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

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

DOUCET
& ASSOCIATES

74018 Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

DoucetandAssociates.com

Schedule A

Doucet & Associates 2018 Fee Schedule (effective 01/01/2018)

Personnel	Hourly Fee
Principal Engineer (PE)	$225.00
Senior Project Manager	$200.00
Project Manager	$185.00
Senior Project Engineer (PE)	$168.00
Project Engineer	$145.00
Engineer Associate II	$115.00
Engineer Associate I	$ 95.00
Sr. Construction Technician	$139.00
Construction Manager	$100.00
Program Manager	$100.00
Sr. Civil Technician	$130.00
Civil Technician	$115.00
Assistant Civil Technician	$105.00
CADD Operator II	$ 90.00
CADD Operator I	$ 80.00
Senior Planner (AICP)	$155.00
Project Planner	$140.00
Staff Planner	$110.00
Planning Technician	$ 95.00
Sr. Operations Assistant	$ 85.00
Operations Assistant	$ 65.00
Administrative Assistant	$ 65.00
Expert Witness (research, depositions, testimony, with a 4-hour minimum for court appearances)	$430.00

Personnel	Hourly Fee
Principal Surveyor (RPLS)	$215.00
Project Manager (RPLS)	$175.00
Project Surveyor (RPLS)	$145.00
Project Coordinator	$130.00
Survey Specialist (Sr. Svy Tech)	$120.00
Survey Technician	$100.00
GIS Specialist	$120.00
GIS Technician	$100.00
LiDAR Specialist	$120.00
LiDAR Technician	$100.00
Aerial Mapping Specialist	$120.00
Aerial Mapping Technician	$100.00
Plat Coordinator	$115.00
One-Person Field Crew	$110.00
Two-Person Field Crew	$160.00
Three-Person Field Crew	$190.00
Four-Person Field Crew	$220.00
Party Chief-Time Basis	$100.00
Division Administrator	$ 90.00
LiDAR Scanner	$100.00/hr
Drone	$600.00/hr
Ground Targets	$20/ea
Concrete Monuments	$250/ea
ATV/Boat/Sonar	$100/day
Mileage	Current IRS Rate

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M 1/23/2018

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

2018 LABOR CATEGORIES AND BILLING RATES

Principals & Project Management Staff

Project Manager III	$89.00	Project Manager IX	$153.00
Project Manager IV	$99.00	Project Manager X	$171.00
Project Manager V	$109.00	Project Manager XI	$187.00
Project Manager VI	$119.00	Project Manager XII	$205.00
Project Manager VII	$131.00	Principal-in-Charge	$285-398
Project Manager VIII	$142.00		

Consulting Services

Cultural Resources	Air Quality
Environmental Resources	Graphics / Media Production
Paleontology	GIS / CADD Resources
Scientific Resources	Technical Writing / Editing
Planning Resources	Principal Investigator
Information Technology	

Specialist I	$67.00	Specialist IX	$153.00
Specialist II	$79.00	Specialist X	$171.00
Specialist III	$89.00	Specialist XI	$187.00
Specialist IV	$99.00	Specialist XII	$205.00
Specialist V	$109.00	Subject Matter Expert	$226-324
Specialist VI	$119.00		
Specialist VII	$131.00	Technician I	$47.00
Specialist VIII	$142.00	Technician II	$55.00

Administrative

Administrative I	$42.00	Administrative V	$89.00
Administrative II	$53.00	Administrative VI	$101.00
Administrative III	$66.00	Administrative VII	$113.00
Administrative IV	$77.00	Administrative VIII	$125.00

Direct expenses are subject to a 15% administrative markup and subcontractor expenses are subject to a 20% administrative markup. These rates do not apply to depositions or testimonies at administrative hearings and trials. Such activities fall under our Expert Witness rates, which vary by state.

A communication/data fee is invoiced at a rate of 3% of labor to cover such expenses (i.e.: cell phones, data plans, faxes, etc.).

Overtime is invoiced at 1.2 times standard rates.

Per Diem is billed at the GSA rate in place at the time of billing. Mileage is billed at the IRS mileage rate in place at the time of billing.

ok
my 1/25/2018

17101100.094-Old Bastrop Highway Expansion
January 3, 2018

AGREEMENT FOR ENGINEERING SERVICES

This **Agreement** is made as of January 3, 2018, between **Client**: Doucet & Associates, and **Engineer**: MLA Labs, Inc. for the following **Project**:

Geotechnical Engineering Services Proposal – Pavement Recommendations
Proposed Old Bastrop Highway Expansion Project
San Marcos, Texas
Engineer's Proposal No.: 17101100.094

Client and Engineer agree as follows:

BASIC SERVICES of ENGINEER. Engineer agrees to provide professional engineering services for the **Project** as follows: As referenced above in proposal letter #: 17101100.094 dated January 3, 2018.

ADDITIONAL SERVICES. Engineer will provide additional services to Client as follows: As requested by Client

CLIENT'S RESPONSIBILITIES. Client agrees to provide Engineer with full information about the Project including Client's objectives, specifications, constraints, the legal boundaries of the Project site, the location of any underground utilities or easements and any other existing information applicable to the Project. Engineer shall be entitled to rely on the accuracy and completeness of this information. Client shall arrange for Engineer's access to the Project site as required to perform its services under the Agreement.

PAYMENTS to ENGINEER. Engineer shall invoice Client monthly for services rendered and for reimbursable expenses incurred. Invoices are due and payable upon receipt by Client. Amounts unpaid thirty days after the date of Engineer's invoice shall bear interest thereafter at the rate of 1.5% per month. If Client's account becomes more than forty-five days past due, Engineer may suspend all services under this Agreement until Engineer has been paid in full all amounts due for services, expenses and other charges.

FOR BASIC SERVICES, Client agrees to pay Engineer a fixed fee of **$7,950.00**, or, if no fixed fee is stated, a fee based on the hourly billing rates of Engineer's personnel assigned to the Project. **Additional fees may be charged only after prior consultation with Client.** The applicable billable rates for each person assigned to the Project are as follows:

Principal Engineer / Consultant	$100 - $200/hour
Senior Engineer	$70 - $100/hour
Engineer	$50 - $70/hour
Technical Assistant / Engineering Technician	$30 - $45/hour
Administrative / Non-technical Assistant	$25 - $35/hour
Drill Rig Re-Mobilization w/ 2 Man Crew	$750.00/each

OK MJ 1/25/18

A rate is established for each employee within his/her functional classification, based on a person's individual qualifications and experience. These rates may be modified periodically at the discretion of Engineer. Engineer's travel time will be billed at the hourly rates, up to a maximum of 8 hours per day per person.

FOR ADDITIONAL SERVICES, Client shall pay Engineer on an hourly basis as described above.

FOR REIMBURSABLE EXPENSES, Client agrees to pay the Engineer's reasonable Project expenses at cost plus a 15% administrative charge. These expenses include: transportation and living expenses for out of town travel; long distance charges; materials; equipment; outside laboratory tests; outside consultants; computer charges, printing and reproduction; photographs; videotape, shipping charges; special fees; towing charges due to site conditions; extra insurance; standby charges and any other expense reasonably related to providing services for the Project. Automotive travel will be billed at $0.565 per mile, without markup.

OWNERSHIP of DOCUMENTS. Client agrees that all documents prepared by Engineer for the Project are instruments of Engineer's service and shall remain the property of Engineer. Client may use the documents in connection with this Project only. The documents are not intended for use by any third party other than required governmental permits processing, Client's contractor or other consultants on this Project.

ESTIMATES OF PROBABLE CONSTRUCTION COST. Any estimates or statements concerning construction costs or expected bids, for the Project are the Engineer's best professional opinion and actual costs may vary due to bid climate, site variables, or other factors. Engineer makes no guarantee or warranty as to actual Project costs.

CONSTRUCTION PHASE SERVICES. Inspection and testing, if part of this contract, will conform to job specifications as applicable, or to industry standards if specifications are not available. Engineer's personnel and job representatives are not to function in a supervisory capacity with regard to contractor's work, but are only to observe, sample and test to ascertain specifications compliance.

Client Initials: _____

EXHIBIT E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Client#: 96019 DOUCEASS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/05/2018

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

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

PRODUCER	CONTACT NAME: Debra Wylie
USI Southwest Austin/SCL 7600-B N. Capital of TX Hwy #200 Austin, TX 78731 512 451-7555	PHONE (A/C, No, Ext): 512-651-4159 FAX (A/C, No): 610-537-2782 E-MAIL ADDRESS: debra.wylie@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Company of Reading PA	20427
INSURER B : Continental Casualty Company	20443
INSURER C : Atlantic Specialty Insurance Company	27154
INSURER D : American Casualty Co of Reading, PA	20427
INSURER E :	
INSURER F :	

INSURED
Doucet & Associates, Inc.
7401B Hwy. 71 West #160
Austin, TX 78735

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			B2087785945	10/17/2017	10/17/2018	EACH OCCURRENCE	$2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	ContractualLiability						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:		X				GENERAL AGGREGATE	$4,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			B2087935018	10/17/2017	10/17/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			B2087786089	10/17/2017	10/17/2018	EACH OCCURRENCE	$4,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$4,000,000
	DED X RETENTION $10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
C	Professional Liab Claims Made & Reported			DPL724317 Retro:06/19/1992	10/17/2017	10/17/2018	$5,000,000 per claim $5,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Old Bastrop Highway, CR 266 between Rattler Road and Centerpoint Road in Precinct 1 #DAPRJ 817296.

Professional Land Surveyors, Inc.
Accusurve, Inc.
Earth Quest, Inc.
(See Attached Descriptions)

CERTIFICATE HOLDER

Hays County Auditor
Vickie G. Dorsett
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James E. Zimmerman

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DESCRIPTIONS (Continued from Page 1)

The General Liability and Auto policies includes a blanket automatic Additional Insured endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the above referenced on behalf of the named insured.
The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording with respect to the sole negligence of the named insured, when required by written contract. The General Liability policy contains a Per Project Aggregate Limit Endorsement. The Umbrella policy follows form.

CERTIFICATE OF LIABILITY INSURANCE

Acct#. 1180481

DATE (MM/DD/YYYY): 1/4/2018

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, TX 77057	**CONTACT NAME:** 888-828-8365 **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Insperity, Inc. 19001 Crescent Springs Drive Kingwood, TX 77339 *SEE BELOW	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Indemnity Insurance Co. of North America / 43575 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	C64630945	10/1/2017	10/1/2018	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DOUCET & ASSOCIATES, INC. (2913700) IS INCLUDED AS A NAMED INSURED THROUGH ENDORSEMENT.
Old Bastrop Highway, CR 266 between Rattler Road and Centerpoint Road in Precinct 1 #DAPRJ 817296
WAIVER OF SUBROGATION IN FAVOR OF Hays County Auditor WHEN REQUIRED BY WRITTEN CONTRACT.
ALL STATES EXCEPT OH, ND, WY AND WA

CERTIFICATE HOLDER

HAYS COUNTY AUDITOR
VICKIE G. DORSETT
712 S. STAGECOACH TRAIL, SUITE 1071
SAN MARCOS, TX 78666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Workers' Compensation and Employers' Liability Policy

Named Insured Insperity Inc. DOUCET & ASSOCIATES, INC.	Endorsement Number
	Policy Number Symbol: RWC Number: C64630945
Policy Period 10/1/2017 TO 10/1/2018	Effective Date of Endorsement 12/19/2017
Issued By (Name of Insurance Company) Indemnity Insurance Co. of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

ALTERNATE EMPLOYER ENDORSEMENT - PART ONE COVERAGE ONLY

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

Part Two (Employers Liability Insurance) will not apply to the alternate employer and no coverage will be provided for any such liability under this Endorsement.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties if Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Part One and our right to inspect under Part Six.

Schedule

Alternate Employer
Hays County Auditor

Address
712 S. Stagecoach Trail,
Suite 1071
San Marcos, TX 78666

State of Special or Temporary Employment

This endorsement is not applicable in AK, CT, FL, MA, MN, MO, NC, NJ, TN, WI

Michelle Kopf

Authorized Representative

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Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
Insperity Inc. DOUCET & ASSOCIATES, INC.	
	Policy Number Symbol: RWC Number: **C64630945**
Policy Period 10/1/2017 TO 10/1/2018	Effective Date of Endorsement 12/19/2017

Issued By (Name of the Insurance Company)
Indemnity Insurance Co. of North America

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notices is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of Days Advance Notice
   30

2. Notice will be mailed to:
   Hays County Auditor
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, TX 78666

Michelle Hopf

Authorized Agent

WC 42 06 01 (7/84) Ptd. in U.S.A.
Acct#: 1180481

Workers' Compensation and Employers' Liability Policy

Named Insured Insperity Inc. DOUCET & ASSOCIATES, INC.	Endorsement Number
	Policy Number Symbol: RWC Number: C64630945
Policy Period 10/1/2017 **TO** 10/1/2018	Effective Date of Endorsement 12/19/2017
Issued By (Name of Insurance Company) Indemnity Insurance Co. of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule. The premium for this endorsement is shown in the Schedule.

Schedule

1. (X) Specific Waiver
   Name of person or organization:
   Hays County Auditor
   712 S. Stagecoach Trail, Suite 1071

   San Marcos, TX 78666
   ( ) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   Old Bastrop Highway, CR 266 between Rattler Road and Centerpoint Road in Precinct 1 #DAPRJ 817296

3. Premium:

   The premium charge for this endorsement shall be INCLUDED percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCLUDED

Michelle Kopp

Authorized Representative

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2018-306863

Date Filed:
01/29/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Doucet & Associates, Inc.
Austin, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Old Bastrop Hwy/CR266
Civil Engineering

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Doucet, Amy	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Amy Doucet, and my date of birth is 10/17/1960.

My address is 7401 B Hwy 71 W. Ste 160 (street) Austin (city) TX (state) 78735 (zip code) U.S. (country)

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

Executed in Travis County, State of Texas, on the 29th day of January (month) 2018 (year).

Signature of authorized agent of contracting business entity
(Declarant)

RECEIVED
JAN 24 2018
BY: PST

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. 1
PROJECT: Old Bastrop Highway/CR 266

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated January 12, 2018 entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and Doucet & Associates, Inc. (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is $426,384.

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 December 31, 2019. 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:
Doucet & Associates, Inc.	Hays County, Texas
By:_____	By:_____
Signature	Signature
John D. Doucet	_____
Printed Name	Printed Name
Executive Vice President, Principal	_____
Title	Title

LIST OF ATTACHMENTS

ok 1/25/2017

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

DOUCET
& ASSOCIATES

Attachment A – Services to be Provided by County

In preparing this proposal, we have made the following assumptions:

- The proposed fee is only for the items described in the project scope. Other items if requested will be provided for additional fee with a Contract Amendment.
- It is assumed that the improved roadway will be within the general existing right-of-way and additional right-of-way will be required only for the roadway widening and road alignment will not change. Adjustments and modifications to the road alignment will require a Contract Amendment.
- This proposal includes parcel plats and descriptions for right-of-way acquisition for road widening. However Right of Way acquisition services will be provided by others working directly for the County.
- No construction phase surveying services are included.
- No off-site drainage, roadway or utility improvements are required and preparation of these surveys, easements and/or negotiations for these easements is an additional service.
- The project will be developed as a single phase.

DOUCET
& ASSOCIATES

Attachment B – Services to be Provided by Engineer

Based on our understanding of your needs at this time and the current status of this project, we propose to provide the following specific services:

I. Project Management and Coordination (D&A)

A. Attend eight (8) project coordination meetings. Prepare and submit a meeting agenda one (1) day prior to each meeting, and submit draft meeting notes for the County's review and approval three (3) days following each meeting. The meetings shall include the following:

1. Initial Kick-off Meeting.

2. Conceptual Schematic review and coordination meetings - after completion of the conceptual schematic, attend a coordination meeting with the County to obtain concurrence on proposed design prior to beginning development of the PS&E package (assume two (2) meetings).

3. Public Meeting/involvement (assume two (2) meetings).

4. Utility Coordination Meetings (assume three (3) meetings).

B. Coordinate with Hays County and other agencies as necessary.

C. Provide Project Administration and Controls.

1. Prepare and submit a monthly invoice package, which shall include the engineer's invoice, a progress status report, and updated project schedule reflecting progress accomplished during the past month. Project schedule shall be developed using Microsoft Project or other compatible scheduling software.

2. Subconsultant coordination, prepare subconsultant agreements and task orders, review invoices.

II. Survey (D&A)

Project area: The County Road 266 (Old Bastrop Highway) topographic design and right-of-way (ROW) survey limits near San Marcos in Hays County begin approximately 500 feet northeast of County Road 233 (Rattler Road) and extend approximately 1.32 miles southwest to 500 feet southwest of County Road 234 (Centerpoint Road) and is limited to 50 feet outside the County Road 266 ROW.

This survey data and deliverables shall be used for the purpose of designing roadway improvements to include utility relocations and 27 property acquisitions for ROW widening.

Services to be provided: The purpose of this task is to provide Hays County with topographic design and

DOUCET
& ASSOCIATES

ROW surveying. All work shall conform to D&A design specifications, including, but not limited to: field book format, data collection techniques, digital file formats and deliverables. Topographic Mapping will conform to TSPS standards and specifications for a Category 6, Condition II Topographic Survey. ROW mapping will conform to TSPS standards and specifications for a Category 1B, Condition II Land Boundary Survey.

1. Geodetic Control Surveys and Aerial Mapping

Surveyor shall set horizontal and vertical primary control points using a one-half (½) inch rebar at least 18 inches long or driven to refusal (whichever comes first) with aluminum cap. Set primary control points near the beginning, middle and end of the project, but away from possible disturbance from construction activity. The primary control points shall be set at an approximate spacing of 3,500 feet, and shall be inter-visible with each other whenever possible. These points shall be used as the primary horizontal and vertical control for the project, and shall serve as the temporary benchmarks (TBM's) for the project. Horizontal and vertical data for primary control shall be based on Static GPS observations. Secondary control points shall be set as necessary for conventional ground surveying and terrestrial LiDAR scans based on an approved project control layout plan. An eight and one-half (8½) inch by 11-inch Survey Control Data Sheet shall be prepared for each primary control point. A Survey Control Index Sheet shall be prepared showing all project control. Secondary control shall serve as aerial targets for drone imagery acquisition.

2. Right-of-Entry Coordination

Surveyor shall perform necessary research to secure ownership records and property deeds affecting the project limits. Prepare ownership spreadsheet and perform right-of-entry coordination by issuing requests for site access from property owners via certified mail.

3. Abstract Mapping and Secure Title Reports

Surveyor shall prepare a project abstract map and perform field reconnaissance to locate right-of-way and intersecting property lines and calculate the roadway alignment. Title Reports will be secured for all affected properties to confirm existing easements and identify any title inconsistencies to benefit the right-of-way acquisition process.

4. Topographic Design Survey

Surveyor shall provide design survey data including a maximum of 50-foot station intervals for DTM cross sections. Provide data collection methods consisting of spot shots taken at specific features, grade breaks or points of importance to aid in the determination of the existing conditions. Locate found right-of-way (ROW) monuments, trees measured at eight (8) inches or greater diameter at breast height (DBH), drainage features and improvements including signs, fences, driveway locations, roadway edge of pavement and roadway striping.

DOUCET
& ASSOCIATES

5. **Utility Coordination**

Surveyor shall schedule marking of subsurface utilities by the Texas 811 One-Call system to acquire maps of record and subsurface utility markings as provided by the One-Call utility locate. Locate utility appurtenances, accessible culvert pipe and utility manhole flowlines. Digitize record mapping and refine Quality Level B locations based on as-surveyed utility positions. Prepare list of utility purveyors within the project limits to include contact info and stationing limits

6. **Right-of-Way Mapping**

Surveyor shall prepare a right-of-way map set to include existing conditions, resolved right-of-way and property lines, proposed right-of-way and easement lines, roadway centerline alignment and utility and ownership data.

7. **Parcel Plats and Property Descriptions**

Surveyor shall prepare signed and sealed parcel plats and accompanying property descriptions for 27 properties adjoining the CR 266 right-of-way to facilitate right-of-way acquisition.

DELIVERABLES:

1. Primary and Secondary Control Installations, GPS Control Network Observations, Survey Control Data Sheets, Survey Control Index Sheet. Ortho-rectified Aerial Imagery.
2. Ownership Spreadsheet, Record Research Information, ROE Database.
3. Abstract Map, Title Reports.
4. ASCII file (comma delimited), Microstation v8i Terrain File with DTM showing 1-foot contours, ground features, improvements and +8-inche (DBH) trees.
5. Utility Maps of record, 3D Utility File in .dgn format.
6. Signed and sealed ROW Mapset in .dgn, .pdf and hard copy format.
7. Signed and sealed Parcel Plats and Descriptions in .dgn, .pdf and hard copy format.

III. Geotechnical (MLA Labs)

1. Subsurface Exploration: Complete borings every 500 feet on center in the ROW to a depth of seven (7) feet or three (3) feet into limestone. If conditions warrant, additional borings will be recommended. Sampling will be by auger drilling, Shelby tubes or split spoon, whichever is applicable.

2. Recommendations and Report: the results of these soil boring, the laboratory data recommendations will be presented in a geotechnical report. Geotechnical parameters will be developed for pavement designs and presented in the engineering report.

Fee and Report Turn-Around Time: The geotechnical investigation will commence within 10-to 15 business days of written authorization to proceed, weather, site conditions and notification of the completion of the clearing permitting, for a fee $7,950. This total includes a traffic control fee of $2,800. The final geotechnical report with pavement thickness recommendations will be issued within approximately 10-to 15 business days after completion of the drilling phase.

Limitations: Site conditions at locations other than the boring locations will not be expressed or implied, and future conditions may be altered from the time of borings. The report findings, conclusions and recommendations will be based upon reasonably ascertainable data, the Geotechnical engineer's professional expertise, experience and training. No other warranty is expressed or implied concerning the satisfactory use of the report's recommendations or data.

This Geotechnical investigation is not intended to determine the environmental conditions or evaluate possible hazardous or toxic waste conditions on this site or adjacent sites. A phase 1 environmental site assessment should be preformed prior to purchase or development of this site.

Site Access and Boring Locations: We assume that no extraordinary, measures will be required due to unusual sub-surface conditions and that the site is legally and physically accessible to truck mounted drilling equipment. If you desire surveyed locations of the borings with vertical and horizontal controls, then these services are to be provided by others. Accurate staking of boring locations or staking of the centerline of the ROW is to be provided by others prior to drilling.

IV. Environmental (SWCA)

1. Phase I Environmental Site Assessment

SWCA will prepare a Phase I Environmental Site Assessment (ESA) for an approximately 1.25-mile-long segment of Old Bastrop Highway, specifically the segment located between its intersections with Center Point Road and Rattler Road, located on the south side of the City of San Marcos, Hays County, Texas. The report and preparation procedures will follow the guidelines in the American Society for Testing and Materials (ASTM) Standards on Environmental Site Assessments for Commercial Real Estate (*E 1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*).

The assessment will also be conducted in accordance with the U.S. Environmental Protections

Agency's All Appropriate Inquiry (AAI) standards amended in 2013. SWCA will conduct all appropriate inquiries, as set forth on ASTM E 1527-13, so satisfy one of the requirements for CERCLA liability protection. Therefore, preparation of the ESA will consist of the following tasks:

- Review available state and federal environmental databases for a radius around the entire subject property to determine whether the subject property or nearby facilities have been subject to environmental actions or review. The regulatory database review will, at a minimum, include the databases required to satisfy the ASTM standard
- Review intermittent topographic maps and aerial photographs in order to identify operations or activities that may have caused the release of hazardous substances into the environment.
- Survey relevant documents to assess the subject property's physiography, including review of local hydrogeology and geology of the surrounding area.
- Interview relevant site contacts or property owners to ascertain current and/or past uses of the subject property.
- Visual assessment of the subject property consisting of a site reconnaissance of the subject properties and visually surveying the surrounding properties.

The Phase I ESA findings will be summarized and documented in a report prepared by an Environmental Professional as defined in ASTM E 1527-13 and will include, at a minimum 1) an introduction and description; 2) a description of the site; 3) a summary of the site history, including interviews; 4) a regulatory database review; 5) a description of the site reconnaissance; and 6) report findings and conclusions. An electronic draft copy of the report will be provided for review. Once comments or approval to finalize the report have been received, an electronic copy of the final report, including color figures and photographs, will be provided to the Client.

2. Delineation of Jurisdictional Waters of the U.S.

SWCA Environmental Consultants (SWCA) will delineate the extent of any jurisdictional water of the U.S., including wetlands, along an approximately 1.25-mile-long segment of Old Bastrop Highway, specifically the segment located between its intersections with Center Point Road and Rattler Road, located on the south side of the City of San Marcos, Hays County, Texas. The delineation would be performed in accordance with guidance provided by the U.S. Army Corps of Engineers (USACE) Fort Worth District Regulatory Branch. The purpose of the delineation would be to identify what level of authorization, if any, would be needed from the USACE to perform planned improvements along the segment of road. Planned improvements include widening the road by 8 feet on either side, drainage upgrades, and a 16-inch water line within a new 20-foot-wide easement on the west side of the road.

SWCA will gather publicly available desktop information on topography, soils, and waterbodies mapped by the U.S. Geological Survey (USGS) National Hydrography Dataset, U.S. Fish and Wildlife Service National Wetland Inventory, and similar sources prior to performing an aquatic resources delineation in the field. SWCA will conduct the field delineation to verify desktop findings and assess the presence/absence of potential waters of the U.S. along the road section. For the purposes of this proposal, it is assumed the delineation will be performed between the edge of existing right-of-way (ROW) on the east side of the road and extending to 25 feet beyond the existing edge of ROW on the west side of the road. SWCA assumes that Doucet & Associates will be responsible for obtaining rights of entry on private lands.

Wetlands will be identified if an area meets the three required wetland parameters under normal circumstances: 1) the presence of wetland hydrology, 2) a predominance of hydrophytic vegetation, and 3) presence of hydric soils. Non-wetland waterbodies (e.g., streams, channels, and ponds) will be identified by the presence of an ordinary high-water mark (OHWM). SWCA will use a Trimble global positioning system (GPS) to geographically reference features, such as data points, wetland boundaries, and OHWM boundaries, obtained during the delineation.

The field delineation will be performed by a team of two qualified wetland scientists traveling from our Austin office, with the delineation expected to require one full day to complete. Upon completion of the delineation, SWCA will prepare an aquatic resources delineation report to identify and describe any likely jurisdictional areas (potential waters of the U.S.) along the road segment. The report will describe the conditions of land on either side of the road, delineation methods, and delineation results, and will provide our opinion regarding what level of authorization, if any, would be needed from the USACE to perform planned improvements along the segment of road. A draft digital copy of the report will be submitted to the client for review and comment within 14 days of having received notice to proceed (NTP). Once comments on the draft report have been received, SWCA will promptly address the comments and submit a final copy of the report to Doucet & Associates in electronic format. In addition to the delineation report, SWCA will also prepare a memorandum for the Client that summarizes options for USACE permitting, with those options dependents upon the results of the field delineation.

3. Cultural Resources Services

As Hays County is a political subdivision of the State of Texas, the investigations proposed below are designed to comply with the Antiquities Code of Texas (ACT), namely the identification of any prehistoric or historic cultural resources that may be affected by the project that may be eligible for designation as a State Antiquities Landmark (SAL).

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3A. Cultural Resources Background Review/Archeological Background Study

For the 1.25-mile-long segment of the proposed project that will occur on Old Bastrop Highway, between Center Point Road and Rattler Road in Hays County, an SWCA archaeologist will perform a review of records from the Texas Archaeological Research Laboratory available on the Texas Historical Commission's (THC) online Texas Archeological Sites Atlas (Atlas) to identify previously recorded surveys or cultural resources within a 0.5-mile radius o f the study corridor. An archaeologist will also review historical maps, aerial photographs, topographic maps, soil survey maps, and geologic maps to identify possible historic structures or the previous locations of structures that m a y now be expressed as an archaeological site within the area of potential effects (APE) of the project. In addition to identifying previously recorded archaeological sites, the Atlas review will include the following types of information: National Register of Historic Places properties, SALs, Official Texas Historical Markers, Recorded Texas Historic Landmarks, cemeteries, and local neighborhood surveys. Other critical factors that will be examined include the level of previous disturbances from residential and commercial development, types of soils, and archaeological potential. SWCA will integrate the results of the background review/study into an Antiquities Permit application, which will include SWCA's recommendations on areas to conduct field studies.

3B. Antiquities Permit Application

As the proposed project would occur on land owned by the Texas Department of Transportation (TxDOT), the project is subject to the ACT and the accompanying Rules of Practice and Procedure, which protects archaeological sites and historic buildings on public land. Following completion of the background review/study, SWCA will recommend locations for survey within the project area/APE and will prepare an appropriate scope of work as part of an Antiquities Permit application to conduct the field studies, as required under the ACT. SWCA's Principal Investigator will prepare the permit application and submit it to the THC, the permitting and reviewing agency.

3C. Archaeological Survey

Once an Antiquities Permit has been obtained, SWCA will conduct an archaeological field survey of locations within the project area/APE that were recommended for survey. For the purposes of this proposal, several assumptions have been made regarding the fieldwork (see Assumptions for Task 3, below). The field survey will consist of a team of two SWCA archaeologists walking the proposed project area. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed project area. Subsurface explorations will be accomplished through shovel testing only. The placement and quantity of these excavations

will depend on the level of disturbance within the proposed project boundary and the nature of the soils, geology, and topography.

Shovel tests will be excavated in 20-centimeter arbitrary levels to 1 meter in depth, unless soil characteristics or bedrock preclude reaching that depth. The matrix will be screened through ¼-inch mesh. The location of each shovel test will be plotted using a sub-meter accurate GPS receiver, and each test will be recorded on appropriate project field forms. Areas with previously recorded sites or other cultural resources revealed in the archival research will require additional shovel testing to explore the nature of the cultural deposits. Conversely, heavily disturbed and modified areas in the proposed corridor will not be shovel tested. THC survey standards call for 16 shovel tests per mile of a 100-foot-wide linear project area. If sites are encountered, a minimum of six shovel tests will be excavated per site. Shovel tests will be excavated to the depth of project impacts.

If an archaeological site is discovered during the investigations, it will be explored as much as possible with consideration to land access constraints. All discovered sites will be assessed for their potential significance so that recommendations can be made for proper management (avoidance, non-avoidance, or further work). Additional subsurface investigations will be conducted per THC standards at discovered sites to define horizontal and vertical boundaries. SWCA will complete appropriate State of Texas Archeological Site Data Forms for each site discovered during the investigations. A detailed plan map of each site will be produced and locations will be plotted on USGS 7.5- minute topographic maps and relevant project maps.

SWCA proposes a non-collection survey. Artifacts will be tabulated, analyzed, and documented in the field, but not collected. Temporally diagnostic artifacts will be described in detail and photographed in the field. Only especially rare artifacts or discoveries will be collected. This policy will reduce curation costs once the fieldwork is concluded; however, as per the stipulations of the Antiquities Permit, all paperwork and photographs generated during field investigations must be curated at an approved repository.

3D. Report Preparation

Once reviews and fieldwork have been completed, SWCA will prepare a draft report of the investigations within 15 days of NTP. The archaeological report will conform to THC, TxDOT and Council of Texas Archeologists reporting standards. The report will document the general nature of the project area, the methodology used in the investigations, the presence and condition of any previously recorded sites revealed in the records review, the general nature and extent of cultural resources encountered during the archaeological survey,

recommendations on the need for further work, and the potential significance of the cultural resources regarding future development and SAL status.

SWCA will submit draft copies of the report to Doucet & Associates for review and comment. Once this has been accomplished, SWCA will incorporate any appropriate edits and will submit a final draft report to the THC for review and comment. Once the draft report has been reviewed and accepted by the THC, one copy of the final report will be submitted to the THC and 12 copies will be sent to various designated libraries around the state, in fulfillment of the permit requirement.

4. Protected Species Habitat Assessment and Impacts Analysis

SWCA will conduct a habitat assessment describing vegetation communities present along the segment of Old Bastrop Highway and evaluate the potential for those communities to provide habitat for any federally or state-listed threatened and endangered species, defined herein as *protected species*. This will be completed through a combination of desktop analysis and site visit, with the latter used to visually confirm the desktop findings and gather on-site observations of current habitat conditions. The site visit will be conducted concurrent with the field work performed under Task 2 as described above. SWCA will review readily available desktop information related to current and historic aerial imagery, topographic maps, vegetation mapping, habitat models, and range and distribution information for species with the potential to occur in the vicinity. Information collected during the site visit will include notes about current site conditions, as well as visual observations and photographs of vegetation composition, vegetation structure, and landscape context (such as the degree of existing development or other habitat disturbance).

SWCA will prepare a report that describes our desktop and field findings, and provides our opinion of the potential for the habitats present on the property to support protected species. The report will contain figures as needed to depict the distribution of any habitat present along the road segment that is considered suitable for use by any protected species.

V. Engineering, Plans, Specifications and Estimate (PS&E) Preparation (D&A)

D&A will provide professional services required for the planning and engineering and preparation of plans, specifications and estimates (PS&E) for widening and reconstructing the Old Bastrop Highway/CR 266 existing lanes from Centerpoint Road to Rattler Road for approximately 6,200 feet. These services may include engineering studies, roadway design, hydrologic and hydraulic calculations, utility coordination and relocation, traffic control plans, erosion/sedimentation control design, public involvement services and construction phase services. It is assumed that the roadway alignment will stay is general existing ROW alignment and additional ROW will be required only for road widening.

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A. Work Product 1 (Project Planning and Preliminary Engineering (PER) or 30% Design) (90 Calendar Days)

Upon receipt of Notice to Proceed (NTP), D&A will conduct additional site visits to better understand field conditions and constraints of the project. D&A will meet with the County representative to finalize the improved roadway section for the road widening. D&A will prepare preliminary design schematics for County Transportation director and other representatives to review prior to preparation of the 30% design. After review of the schematic design and input from the County and using the existing roadway survey, D&A will prepare the 30% design plans and documents. We propose Work Product 1 to consist of the flowing documents:

- Project Survey
- Geotechnical Report
- Environmental Studies
- Limits of Construction
- Preliminary Roadway Improvements Layout
- Typical Road Sections
- Required Right-of-Way and Easement Locations
- Preliminary Drainage Layout and Analysis
- Engineering Report
- Pavement Sections
- Updated Design Schedule
- Preliminary Cost Estimate

D&A will conduct one (1) meeting with the Client's team to discuss review comments of 30% design completion Work Product 1.

B. Work Product 2 (60% Design) (60 Calendar Days)

Upon receipt of written "Notice to Proceed" with this phase of services, D&A will address the County comments of 30% design and will provide the following Work Product 2 (60% design) professional engineering services

- Cover Sheet

- Typical Road Sections
- Roadway Improvements Layout
- Required Right-of-Way and Easement Locations
- Drainage Layout and Analysis
- Engineering Report
- Pavement Sections
- Preliminary Plan and Profile Sheets
- Preliminary Traffic Control Concept for entire project
- Preliminary Cross Sections
- Construction Specifications Index
- Updated Design Schedule
- Preliminary Cost Estimate
- QA/QC Mark ups

D&A will conduct one (1) meeting with the Client's team to discuss review comments of 60% design completion Work Product 2.

C. Work Product 3 (90% Complete Design) (60 Calendar Days)

D&A will provide the following Work Product 3 (90% completion design) professional engineering services upon receipt of County's written "Notice to Proceed" with this phase of services:

Based upon Client's review and approval of Work Product 2 (60% complete design documents), D&A will develop 90% complete detailed designs, layouts details and drawings. The 90% design completion documents will include Complete Plan Set with minimum of the following:

- Cover Sheet
- Typical Sections
- General Notes
- Roadway Improvement Layout
- Traffic Control Sheets
- Erosion and Sedimentation Control and Storm Water Pollution Prevention Plans

- Narrative Sequence of Construction
- Plan and Profile Sheets
- Signage and Striping Plan
- Cross Sections every 50 feet
- Drainage Area Maps
- Drainage Calculation Sheets
- Drainage Layout Sheets
- Standard Details
- Complete Specifications including any Special Provisions
- Cost Estimate

D&A will meet with the Client's team to discuss 90% design of proposed improvements.

D. Work Product 4 (Bid Phase)

D&A will provide the following Work Product 4 (100% complete design) professional engineering services upon receipt of written "Notice to Proceed" with this phase of services:

Based upon Client's review and approval of Work Product 3 (90% complete design documents), D&A will develop 100% complete detailed designs, layouts details and drawings of the proposed roadway improvements.

Work Product 4 (Bid Phase) shall include the following tasks:

- Final PS&E
- Bid Assistance
- Prepare agenda and attend Pre-Bid meeting
- Respond to Bidders Questions
- Prepare Addenda to the bid as appropriate
- Evaluate contractor's bids and recommend award

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VI. Quality Assurance/Quality Control (QAQC)

Quality Assurance and Control procedures are monitored and executed through a system of standardized internal processes. Projects are subjected to weekly sit-down reviews through mandated Project Manager meetings. These meetings detail the status of the project to ensure that Quality Milestones are met. Quality compliance is monitored through a visual management system designed to easily identify critical check points. A segment of these checkpoints includes a formal Design Board Review to ensure the project is being designed robustly as well as to make sure all Client needs have been addressed. A Constructability Review is also performed by a senior construction manager to ensure that each project is designed in a cost effective, buildable, and sustainable manner.

VII. Constructability Review

Constructability Reviews are performed on all D&A projects per the company's Quality Assurance and Control procedures. To ensure no field issues during construction, our Senior Construction Manager reviews all plan sheets, details, and design issues related to the physical construction of the project.

VIII. Construction Phase Services

1. Attend the pre-construction conference prior to construction.
2. Doucet & Associates will review, approve, reject or ask for clarifications on submittals submitted by Contractor for general compliance of the Contract Documents.
3. Review and administer requests for information (RFI) from the Contractor.
4. Issue written clarifications and/or interpretations related to the requirements of Contract Documents, as appropriate.
5. Review pay applications, certify, and make recommendations for payment.
6. Interpret the construction documents and recommend Change Orders to the Client, as necessary.
7. Doucet & Associates will provide periodic construction observation services, as requested by the Client. We have budgeted two (2) visits a month totaling four (4) hours per visit. The total construction time is anticipated to be about six months, so we have budgeted 48 hours total for periodic site visits for our construction observer.
8. Once construction has been substantially completed, complete a final site observation visit and prepare a punch list as required. Once the punch list has been significantly completed, prepare an Engineer's Letter of Concurrence to the County.

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9. Based upon red lined "As-built" plans furnished to us by the Contractor, revise the original Construction Drawings to reflect "Record Drawing" conditions and furnish as-built drawings. It is assumed that construction will be completed in general according to the bid set. Plans updates due to significant changes at construction or value engineering during construction will be provided at our standard hourly rates as additional services.

IX. Reimbursables/Reproduction

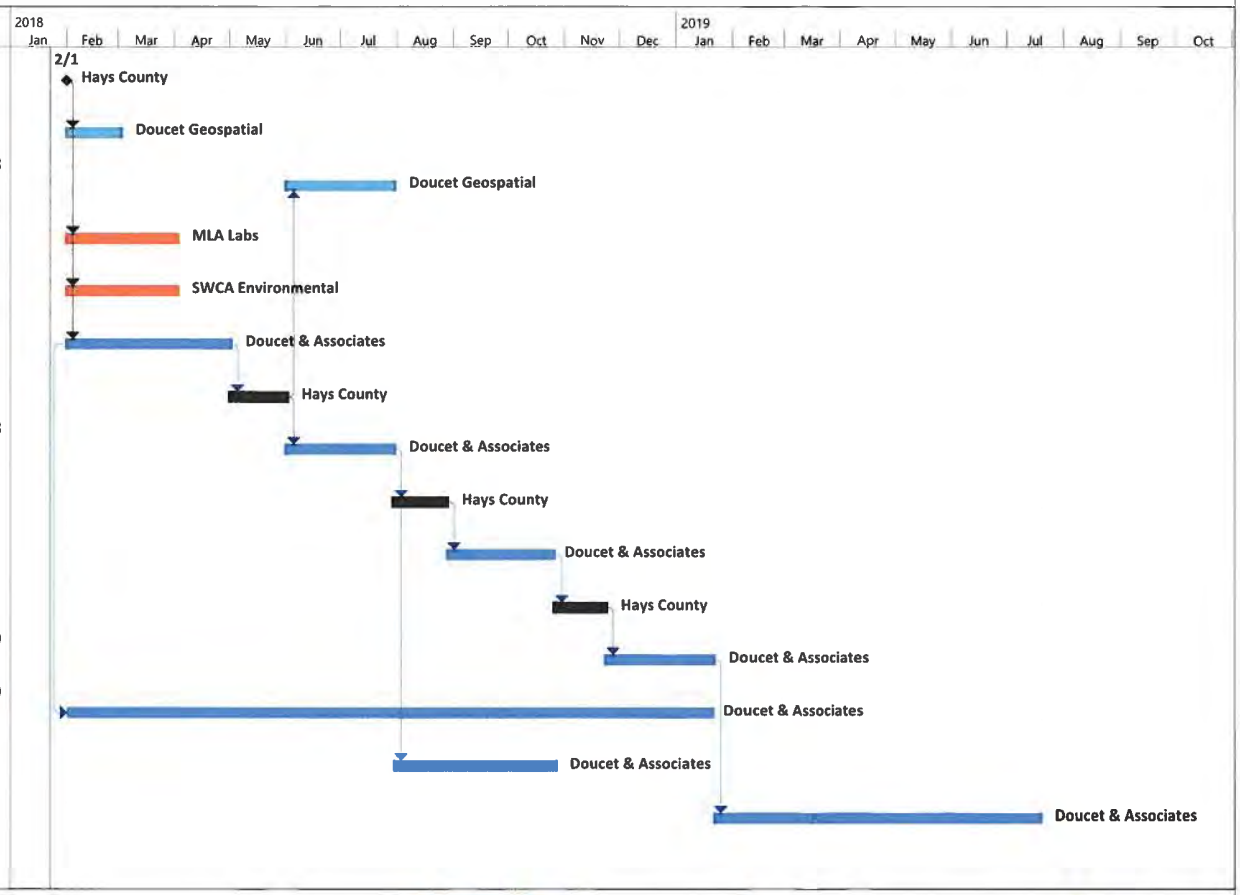
1. Direct non-salary expenses incurred and not applicable to general overhead are billed at cost for administrative and handling charges. Please note that physical backup for reimbursable expenses will not be included with invoices unless a written request to do so is submitted to D&A's accounting department.

   Reimbursable Expenses include, but are not limited to, the following:
   Travel and lodging, including out of town transportation by D&A's vehicles at standard rates; mail, delivery, courier and express charges; legal and accounting fees (including attorney's fees charged by D&A's attorney for review or negotiation of any certificates or similar documents requested by Client or a lender doing business with Client); in-house reproduction costs (to be charged at prevailing commercial rates); subconsultants; photographs; environmental fees; late fees caused by Client; charges incurred in stopping or resuming work in accordance with this Agreement; use or rental of special equipment or instruments and other direct non-salary expenses necessary to complete the contract.

Attachment C - Work Schedule
Old Bastrop Highway/CR 266 Road Improvements
Hays County, Texas

Tue 1/23/18

ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	0 days	Thu 2/1/18	Thu 2/1/18
2	Design Survey	30 days	Thu 2/1/18	Fri 3/2/18
3	Right-of-Way Mapping, Parcel Plats & Descriptions	60 days	Fri 6/1/18	Mon 7/30/18
4	Geotechnical	61 days	Thu 2/1/18	Mon 4/2/18
5	Environmental	61 days	Thu 2/1/18	Mon 4/2/18
6	Work Product 1 (PER or 30% Design)	90 days	Thu 2/1/18	Tue 5/1/18
7	Product 1 Review by Hays County	32 days	Tue 5/1/18	Fri 6/1/18
8	Work Product 2 (60% Design)	60 days	Fri 6/1/18	Mon 7/30/18
9	Product 2 Review by Hays County	30 days	Mon 7/30/18	Tue 8/28/18
10	Work Product 3 (90% Complete Design)	60 days	Tue 8/28/18	Fri 10/26/18
11	Product 3 Review by Hays County	29 days	Fri 10/26/18	Fri 11/23/18
12	Work Product 4 (Bid Phase)	60 days	Fri 11/23/18	Mon 1/21/19
13	Quality Assurance/Quality Control (QAQC)	355 days	Thu 2/1/18	Mon 1/21/19
14	Constructability Review	88 days	Tue 7/31/18	Fri 10/26/18
15	Construction Phase Services	179 days	Tue 1/22/19	Fri 7/19/19
16				



Project: Old Bastrop Highway-CR
Date: Tue 1/23/18

Task	Project Summary	Manual Task	Start-only	Deadline			
Split	Inactive Task	Duration-only	Finish-only	Progress			
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress			
Summary	Inactive Summary	Manual Summary	External Milestone				

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\\doucet\da_files\Branches\Austin\Projects\ProjectDirs\025-007\admin\schedules\Old Bastrop Highway-CR 266 Project Schedule_Attachment C Work Schedule.mpp

Project Name:	*Old Bastrop Hwy./CR 266 between Rattler Road and Centerpoint Road in Hays Co. Precinct 1*
Project/Proposal #:	817-296
WBS Creation Date:	1/5/2018

Sub-Consultant Fees	*$*
Environmental	$ 17,108.00
Geotech	$ 7,950.00
Landscape	$ -
Structural	$ -
Survey	$ 101,470.00
	$ -
	$ -
	$ -
	$ -
Total	$ 126,528.00

	Total Hrs	*Total $*
Sub-Consultant Total		$ 126,528.00
Scope of Services Total	1788	$ 269,856.00
Reimbursable Expenses	0	$ 30,000.00
Grand Total	1788	$ 426,384.00

Scope of Services	*Principal Eng.* $ 225.00	*Sr. PM* $ 200.00	*Sr. Project Eng* $ 168.00	*Sr. Construction Tech.* $ 139.00	*Sr. Civil Tech.* $ 130.00	*Sr. Ops Asst.* $ 85.00	*Subtotal Per Task*
Project Mangement and Coordination	16	60	40	0	0	12	$ 23,340.00
Work Product 1 (30% Design)	0	48	120	0	240	12	$ 61,980.00
Work Product 2 (60% Design)	0	48	120	0	200	12	$ 56,780.00
Work Product 3 (90% Complete Design)	0	48	80	0	240	12	$ 55,260.00
Work Product 4 (Bid Phase)	0	24	24	0	80	20	$ 20,932.00
Quality Assurance/Quality Control	8	16	0	16	0	0	$ 7,224.00
Constructability Review	4	24	0	40	0	0	$ 11,260.00
Construction Phase Services	0	40	40	80	40	24	$ 33,080.00
	0	0	0	0	0	0	$ -
	0	0	0	0	0	0	$ -
	0	0	0	0	0	0	$ -
Total Hours	28	308	424	136	800	92	
Sub total $	$ 6,300.00	$ 61,600.00	$ 71,232.00	$ 18,904.00	$ 104,000.00	$ 7,820.00	$ 269,856.00
Grand Total $	$ 269,856.00						

Exhibit __
Survey Work Scope

PROJECT AREA

The County Road 266 (Old Bastrop Highway) topographic design and right-of-way survey limits near San Marcos in Hays County begin approximately 500 feet northeast of County Road 233 (Rattler Road) and extend approximately 1.32 miles southwest to 500 feet southwest of County Road 234 (Centerpoint Road) and is limited to 50 feet outside the County Road 266 right-of-way.

This survey data and deliverables shall be used for the purpose of designing roadway improvements to include 27 property acquisitions for right-of-way widening.

SERVICES TO BE PROVIDED

The purpose of this task is to provide Hays County with topographic design and right-of-way surveying. All work shall conform to Doucet design specifications, including, but not limited to: field book format, data collection techniques, digital file formats and deliverables. Topographic Mapping will conform to TSPS standards and specifications for a Category 6, Condition II Topographic Survey. Right-of-way mapping and property descriptions will conform to TSPS standards and specifications for a Category 1B, Condition II Land Boundary Survey.

The Surveyor shall:

1. **Perform geodetic control surveys and aerial mapping**. Surveyor shall set horizontal and vertical primary control points using a 1/2" rebar at least 18 inches long or driven to refusal (whichever comes first) with aluminum cap. Set primary control points near the beginning, middle and end of the project, but away from possible disturbance from construction activity. The primary control points shall be set at an approximate spacing of 3,500 feet, and shall be inter-visible with each other whenever possible. These points shall be used as the primary horizontal and vertical control for the project, and shall serve as the temporary benchmarks (TBM's) for the project. Horizontal and vertical data for primary control shall be based on Static GPS observations. Secondary control points shall be set as necessary for conventional ground surveying and terrestrial LiDAR scans based on an approved project control layout plan. An 8½ inch by 11-inch Survey Control Data Sheet shall be prepared for each primary control point. A Survey Control Index Sheet shall be prepared showing all project control. Secondary control shall serve as aerial targets for drone imagery acquisition.

2. **Perform right-of-entry coordination**. Surveyor shall perform necessary research to secure ownership records and property deeds affecting the project limits. Prepare ownership spreadsheet and perform right-of-entry coordination by issuing requests for site access from property owners via certified mail.

3. **Perform abstract mapping and secure title reports**. Surveyor shall prepare a project abstract map and perform field reconnaissance to locate right-of-way and intersecting property lines and calculate the roadway alignment. Title Reports will be secured for all affected properties to confirm existing easements and identify any title inconsistencies to benefit the right-of-way acquisition process.

4. **Perform topographic design survey**. Surveyor shall provide design survey data including a maximum of 50-foot station intervals for DTM cross sections. Provide data collection methods consisting of spot shots taken at specific features, grade breaks or points of importance to aid in the determination of the existing conditions. Locate found ROW monuments, trees measured at 8" or greater diameter at breast height (DBH), drainage features and improvements including signs, fences, driveway locations, roadway edge of pavement and roadway striping.

5. **Perform utility coordination**. Surveyor shall schedule marking of subsurface utilities by the Texas 811 One-Call system to acquire maps of record and subsurface utility markings as provided by the One-Call utility locate. Locate utility appurtenances, accessible culvert pipe and utility manhole flowlines. Digitize record mapping and refine Quality Level B locations based on as-surveyed utility positions. Prepare list of utility purveyors within the project limits to include contact info and stationing limits

6. **Perform right-of-way mapping.** Surveyor shall prepare a right-of-way map set to include existing conditions, resolved right-of-way and property lines, proposed right-of-way and easement lines, roadway centerline alignment and utility and ownership data.

7. **Prepare parcel plats and property descriptions**. Surveyor shall prepare signed and sealed parcel plats and accompanying property descriptions for 27 properties adjoining the CR 266 right-of-way to facilitate right-of-way acquisition.

DELIVERABLES:

1. Primary & Secondary Control Installations, GPS Control Network Observations, Survey Control Data Sheets, Survey Control Index Sheet. Ortho-rectified Aerial Imagery.
2. Ownership Spreadsheet, Record Research Information, ROE Database.
3. Abstract Map, Title Reports.
4. ASCII file (comma delimited), Microstation v8i Terrain File with DTM showing 1ft contours, ground features, improvements and +8" (DBH) trees.
5. Utility Maps of record, 3D Utility File in .dgn format.
6. Signed and sealed ROW Mapset in .dgn, .pdf and hard copy format.
7. Signed and sealed Parcel Plats and Descriptions in .dgn, .pdf and hard copy format.

Task #	Subconsultant Labor/Staff Classification	Principal Surveyor (RPLS)	Project Manager (RPLS)	Project Coordinator	Survey Specialist	GIS Specialist	LIDAR Specialist	Aerial Mapping Specialist	Three-Person Field Crew	Two-Person Field Crew	Party Chief-Time Basis	Division Administrator		
	Rate	$215.00	$175.00	$130.00	$120.00	$120.00	$120.00	$120.00	$190.00	$160.00	$100.00	$90.00	Hours	Labor Cost
1	GIS/ Aerial Mapping	2.00	4.00	2.00	4.00	12.00		16.00	2.00	10.00	1.00	1.00		$7,400.00
2	Right of Entry Coordination (27)	2.00	4.00	2.00	4.00	2.00					12.00	27.00		$5,740.00
3	Abstract Mapping & Title Reports (27)	2.00	4.00	8.00	54.00							2.00		$8,570.00
4	Design Survey	4.00	12.00	6.00	20.00		40.00	4.00	60.00	20.00	4.00			$26,420.00
5	Utility Coordination	2.00	4.00	4.00	4.00	16.00				10.00		6.00		$6,190.00
6	ROW Mapping	4.00	8.00		60.00									$11,860.00
7	Parcel Plats (27)	8.00	68.00	34.00	135.00	5.00						5.00		$35,290.00
	Total Labor Hours	24.00	104.00	54.00	301.00	35.00	40.00	20.00	62.00	40.00	17.00	41.00	738.00	
	Total Labor Cost	$5,160.00	$18,200.00	$7,020.00	$36,120.00	$4,200.00	$4,800.00	$2,400.00	$11,780.00	$6,400.00	$1,700.00	$3,690.00	101,470.00	$101,470.00
	Total Labor Hours	24.00	104.00	54.00	301.00	35.00	40.00	20.00	62.00	40.00	17.00	41.00	738.00	
	Distribution of Staffing	3%	14%	7%	41%	5%	5%	3%	8%	5%	2%	6%	100%	
	Total Labor Cost	$5,160.00	$18,200.00	$7,020.00	$36,120.00	$4,200.00	$4,800.00	$2,400.00	$11,780.00	$6,400.00	$1,700.00	$3,690.00		$101,470.00

Direct Expenses	Unit of Measure	Rate	Units	Total Cost
Mileage	Mile	$0.54	1000	$540.00
Courthouse Fees-Deeds	Each Sheet	$2.00	216	$432.00
Courthouse Fees-Plats	Each Sheet	$5.00	3	$15.00
Certified Letter Return Receipt	Each	$7.00	27	$189.00
Title Report	Each	$500.00	27	$13,500.00
Photocopies B/W 8 1/2 x 11	Each	$0.10	80	$8.00
Photocopies B/W 11 x 17	Each	$0.50	24	$12.00
Drone	Hour	$600.00	2	$1,200.00
Ground Target	Each	$25.00	8	$200.00
Terrestrial Laser Scanner	Hour	$100.00	20	$2,000.00
Total Other Direct Expenses				$18,096.00

Project Total:	**$119,566.00**

Task	Deliverable	Payment
1. GIS/ Aerial Mapping	1. Primary & Secondary Control Installations, GPS Control Network Observations, Survey Control Data Sheets, Survey Control Index Sheet, Ortho-rectified Aerial Imagery. Direct Expenses.	$66,384.00
2. Right-of-Entry Coordination **3. Abstract Mapping & Title Reports**	2. Ownership Spreadsheet, Record Research Information, ROE Database. 3. Abstract Map, Title Reports. Direct Expenses.	Included with Task 1
4. Design Survey **5. Utility Coordination**	4. ASCII file (comma delimited), Microstation v8i Terrain File with DTM showing 1ft contours, ground features, improvements and +8" (DBH) trees. 5. Utility maps of record and 3D Utility file. Direct Expenses.	Included with Task 1
6. ROW Mapping **7. Parcel Plats & Descriptions (50% Submittal)**	6. ROW Mapset (50% Submittal). 7. Parcel Plats and Descriptions for ROW Acquisitions (50% Submittal).	$26,591.00
6. ROW Mapping **7. Parcel Plats & Descriptions (100% Submittal)**	6. ROW Mapset (100% Submittal). 7. Parcel Plats and Descriptions for ROW Acquisitions (100% Submittal).	$26,591.00
Total Project		**$119,566.00**

MLA Geotechnical "put us to the test"
A Division of MLA Labs, Inc.

January 3, 2018 TBPE Firm # F-2684

Doucet & Associates **Email:DSalek@doucetengineers.com**
7401 B Highway 71 West, Suite 160
Austin, Texas 78735
Attn.: Mr. Davood Salek, P.E.

RE: Geotechnical Engineering Services Proposal - **Pavement Recommendations**
Proposed Old Bastrop Highway Expansion Project
San Marcos, Texas
Engineer's Proposal Number: 17101100.094

Dear Mr. Salek:

As requested, MLA Labs, Inc. is pleased to submit this proposal for geotechnical engineering services to provide pavement design recommendations for the referenced project. The proposed scope of services to be provided are below identified:

1. **Subsurface Exploration: Complete borings every 500 feet on center in the R.O.W. to a depth of 7 feet or 3 feet into limestone.** If conditions warrant, additional borings will be recommended. Sampling will be by auger drilling, Shelby tubes or split spoon, whichever is applicable.

2. **Recommendations & Report:** The results of these soil borings, the laboratory data and recommendations will be presented in a geotechnical report. Geotechnical parameters will be developed for pavement designs and presented in the engineering report.

Fee & Report Turn-Around Time: The geotechnical investigation will commence within 10 to 15 business days of written authorization to proceed, weather, site conditions and notification of the completion of the clearing permitting, for a fee of **$7,950.00**. **This total includes a traffic control fee of $2,800.00.** The final geotechnical report with pavement thickness recommendations will be issued within approximately 10 to 15 business days after completion of the drilling phase.

Limitations: Site conditions at locations other than the boring locations will not be expressed or implied, and future conditions may be altered from the time of borings. The report findings, conclusions and recommendations will be based upon reasonably ascertainable data, the Geotechnical engineer's professional expertise, experience and training. No other warranty is expressed or implied concerning the satisfactory use of the reports recommendations or data.

Client Initials: ____

This geotechnical investigation is not intended to determine the environmental conditions or evaluate possible hazardous or toxic waste conditions on this site or adjacent sites. A phase 1 environmental site assessment should be performed prior to purchase or development of this site.

Site Access & Boring Locations: We assume that no extraordinary measures will be required due to unusual sub-surface conditions and that the site is legally and physically accessible to truck mounted drilling equipment. If you desire surveyed locations of the borings with vertical and horizontal controls, then these services are to be provided by others. Accurate staking of boring locations or staking of the centerline of the R.O.W. is to be provided by others prior to drilling.

Authorization: We appreciate the opportunity to be of service and look forward to proceeding as soon as authorized. The work included in this proposal will be governed by our attached Agreement for Engineering Services. Even if this contract is not signed, by use of the product, information or property, Client agrees to all terms and conditions set forth in this contract. If this proposal meets your approval, please sign and initial each page at the bottom where applicable and date the attached Agreement and return an original signature copy to our offices. Thank you.

Sincerely,

MLA LABS, INC.
TBPE Firm # F-2684
Geotechnical Engineering &
Construction Materials Testing
"put us to the test"

Timothy R. Weston, P.E.
Vice President

Nicholas J. Page, P.E.
Project Manager

Client Initials: ____

AGREEMENT FOR ENGINEERING SERVICES

This **Agreement** is made as of January 3, 2018, between **Client**: Doucet & Associates, and **Engineer**: MLA Labs, Inc. for the following **Project**:

Geotechnical Engineering Services Proposal – Pavement Recommendations
Proposed Old Bastrop Highway Expansion Project
San Marcos, Texas
Engineer's Proposal No.: 17101100.094

Client and Engineer agree as follows:

BASIC SERVICES of ENGINEER. Engineer agrees to provide professional engineering services for the **Project** as follows: As referenced above in proposal letter #: 17101100.094 dated January 3, 2018.

ADDITIONAL SERVICES. Engineer will provide additional services to Client as follows: As requested by Client

CLIENT'S RESPONSIBILITIES. Client agrees to provide Engineer with full information about the Project including Client's objectives, specifications, constraints, the legal boundaries of the Project site, the location of any underground utilities or easements and any other existing information applicable to the Project. Engineer shall be entitled to rely on the accuracy and completeness of this information. Client shall arrange for Engineer's access to the Project site as required to perform its services under the Agreement.

PAYMENTS to ENGINEER. Engineer shall invoice Client monthly for services rendered and for reimbursable expenses incurred. Invoices are due and payable upon receipt by Client. Amounts unpaid thirty days after the date of Engineer's invoice shall bear interest thereafter at the rate of 1.5% per month. If Client's account becomes more than forty-five days past due, Engineer may suspend all services under this Agreement until Engineer has been paid in full all amounts due for services, expenses and other charges.

FOR BASIC SERVICES, Client agrees to pay Engineer a fixed fee of **$7,950.00**, or, if no fixed fee is stated, a fee based on the hourly billing rates of Engineer's personnel assigned to the Project. **Additional fees may be charged only after prior consultation with Client.** The applicable billable rates for each person assigned to the Project are as follows:

Principal Engineer / Consultant	$100 - $200/hour
Senior Engineer	$70 - $100/hour
Engineer	$50 - $70/hour
Technical Assistant / Engineering Technician	$30 - $45/hour
Administrative / Non-technical Assistant	$25 - $35/hour
Drill Rig Re-Mobilization w/ 2 Man Crew	$750.00/each

A rate is established for each employee within his/her functional classification, based on a person's individual qualifications and experience. These rates may be modified periodically at the discretion of Engineer. Engineer's travel time will be billed at the hourly rates, up to a maximum of 8 hours per day per person.

FOR ADDITIONAL SERVICES, Client shall pay Engineer on an hourly basis as described above.

FOR REIMBURSABLE EXPENSES, Client agrees to pay the Engineer's reasonable Project expenses at cost plus a 15% administrative charge. These expenses include: transportation and living expenses for out of town travel; long distance charges; materials; equipment; outside laboratory tests; outside consultants; computer charges, printing and reproduction; photographs; videotape, shipping charges; special fees; towing charges due to site conditions; extra insurance; standby charges and any other expense reasonably related to providing services for the Project. Automotive travel will be billed at $0.565 per mile, without markup.

OWNERSHIP of DOCUMENTS. Client agrees that all documents prepared by Engineer for the Project are instruments of Engineer's service and shall remain the property of Engineer. Client may use the documents in connection with this Project only. The documents are not intended for use by any third party other than required governmental permits processing, Client's contractor or other consultants on this Project.

ESTIMATES OF PROBABLE CONSTRUCTION COST. Any estimates or statements concerning construction costs or expected bids, for the Project are the Engineer's best professional opinion and actual costs may vary due to bid climate, site variables, or other factors. Engineer makes no guarantee or warranty as to actual Project costs.

CONSTRUCTION PHASE SERVICES. Inspection and testing, if part of this contract, will conform to job specifications as applicable, or to industry standards if specifications are not available. Engineer's personnel and job representatives are not to function in a supervisory capacity with regard to contractor's work, but are only to observe, sample and test to ascertain specifications compliance.

Client Initials: ____

COMPLETION TIME. Project completion dates are estimations and Engineer makes no guarantee or warranty as to completion date. Such dates may be subject to extensions due to weather, acts of God, site inaccessibility or other causes.

CHOICE of LAW and VENUE. This Agreement will be construed under Texas law and is performable in Travis County, Texas. Venue for any dispute arising hereunder shall lie exclusively in Travis County, Texas.

PROHIBITION of ASSIGNMENT. Neither Client nor Engineer shall assign or transfer any rights, obligations or interests involving this Agreement without the written consent of the other party. Nothing in this paragraph shall prohibit Engineer from employing independent professional associates or consultants that Engineer deems appropriate to assist in the performance of Engineer's services under this Agreement.

MERGER CLAUSE. This Agreement represents the entire and integrated agreement between Client and Engineer and supersedes all prior negotiations, representation or agreements, written or oral.

NO THIRD-PARTY BENEFICIARIES. This Agreement between Client and Engineer confers no rights or benefits on anyone other than Client and Engineer and has no third-party beneficiaries.

LIMITATION of LIABILITY. Client hereby expressly agrees that engineer's total liability to client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or related to the project or this agreement from any cause, including engineer's negligence, errors, omissions, breach of contract or breach of warranty shall be limited to the total compensation received by the engineer under this agreement, or the amount of ten thousand dollars (10,000.00), whichever is lesser.

ARBITRATION CLAUSE. Client and Engineer agree that any dispute, controversy, demand, or claim arising out of or relating to this Agreement or the services provided by Engineer, whether arising in tort, contract, or by statute, shall be settled by mandatory binding arbitration in accordance with the Texas General Arbitration Act (TGAA). Client and Engineer expressly waive trial by jury. The provisions of the Federal Arbitration Act and the application of federal law are hereby waived. Client and Engineer shall mutually agree on the selection of one (1) certified arbitrator having specialized knowledge of the engineering and/or construction industry with at least five (5) years of professional arbitration experience. If no agreement can be reached, the arbitrator shall be selected in accordance with the TGAA by a court of competent jurisdiction. Any arbitration proceeding shall be held in Travis County, Texas. Client and Engineer shall share equally in the costs of the arbitrator, subject to the arbitrator's right to award such costs to the prevailing party. Judgment upon the award rendered in such arbitration may be entered by any court having jurisdiction thereof, and the judgment shall be entered unless the award is vacated, modified or corrected as provided by law.

NO REPRESENTATIONS or WARRANTIES. The parties recognize that the services provided by the Engineer under this Agreement involve the exercise of professional judgment and the rendering of professional opinions, about which reasonable engineers may differ. Consequently, and not withstanding any other provision in this Agreement, nothing contained herein shall be construed: 1) to constitute a guarantee, warranty or assurance, either express or implied, that Engineer's services will yield or accomplish a specific result; 2) to obligate the Engincer to exercise professional skill or judgment greater than that which can reasonably be expected from other Engineers under like circumstances; or 3) as an assumption by the Engineer of the liability of any other person.

CLIENT(S) **DOUCET & ASSOCIATES**	**ENGINEER** **MLA LABS, INC.**
X Mr. Davood Salek or Assignee	Timothy R. Weston, P.E., Vice President
Print Name	Nicholas J. Page, P.E., Project Manager
Date	
Address for Giving Notices & Correspondence: 7401 B Highway 71 West Suite 160 Austin, Texas 78735	Address for Giving Notices & Correspondence: 2800 Longhorn Boulevard, Suite 104 Austin, Texas 78758
Contact Person: Mr. Davood Salek Telephone: 512-583-2643 Fax: Email: DSalek@doucetengineers.com	Contact Person: Annalee Arredondo, Contract Administrator Telephone: 512-873-8899 ext. 231 Fax: 512-835-5114 Email: Aarredondo@mlalabs.com

Untitled Map
Write a description for your map.
Legend
Google Earth
2000 ft
N

SWCA
ENVIRONMENTAL CONSULTANTS
Sound Science. Creative Solutions.®

Austin Office
4407 Monterey Oaks Blvd. Bldg 1, Suite 110
Austin, Texas 78749
Tel 512.476.0891 Fax 512.476.0893

9 January 2018

Davood Salek, P.E.
Doucet & Associates
7401 B Highway 71 West, Suite 160
Austin, Texas 78735

Re: Old Bastrop Highway Environmental Studies / DAPRJ 817296

Dear Mr. Salek:

SWCA Environmental Consultants (SWCA) appreciates the opportunity to submit this revised proposal to perform environmental compliance studies in support of improvement of a section of Old Bastrop Highway on the south side of the City of San Marcos in Hays County, Texas. This proposal supersedes a proposal submitted to you previously on 5 January 2018. The section of Hays County-owned road is approximately 1.25 miles in length and runs between Center Point Road and Rattler Road. It is the understanding of SWCA that the improvement project includes widening the road by approximately 8 feet on either side, some drainage improvements, and the installation of a 16-inch water line within a new 20-foot-wide easement on the west side of the road. SWCA further understands that the improvement project does not involve the use of federal funds.

Our proposed work is described in the attached scope of services, with the work divided into four primary tasks: 1) a Phase I Environmental Site Assessment; 2) a delineation of wetlands and other jurisdictional waters of the U.S.; 3) an archaeological background review and cultural resources field survey; and 4) a protected species habitat assessment. The proposed cost of each task is identified as a line item at the bottom of each task description. SWCA assumes that any stormwater permit required for the project will be obtained by Doucet & Associates and, therefore, this proposal does not include the acquisition of such a permit in our scope of services.

Thank you again for the opportunity to submit this proposal. If you have any questions or concerns regarding its scope or cost, please do not hesitate to contact me at 512-476-0891 or via email at psunby@swca.com.

Sincerely,

Paul Sunby
Senior Project Manager

Attachment: Scope of Services

SCOPE OF SERVICES

TASK 1. PHASE I ENVIRONMENTAL SITE ASSESSMENT

SWCA will prepare a Phase I Environmental Site Assessment (ESA) for an approximately 1.25-mile-long segment of Old Bastrop Highway, specifically the segment located between its intersections with Center Point Road and Rattler Road, located on the south side of the City of San Marcos, Hays County, Texas. The report and preparation procedures will follow the guidelines in the American Society for Testing and Materials (ASTM) Standards on Environmental Site Assessments for Commercial Real Estate (*E 1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*).

The assessment will also be conducted in accordance with the U.S. Environmental Protections Agency's All Appropriate Inquiry (AAI) standards amended in 2013. SWCA will conduct all appropriate inquiries, as set forth on ASTM E 1527-13, so satisfy one of the requirements for CERCLA liability protection. Therefore, preparation of the ESA will consist of the following tasks:

- Review available state and federal environmental databases for a radius around the entire subject property to determine whether the subject property or nearby facilities have been subject to environmental actions or review. The regulatory database review will, at a minimum, include the databases required to satisfy the ASTM standard
- Review intermittent topographic maps and aerial photographs in order to identify operations or activities that may have caused the release of hazardous substances into the environment.
- Survey relevant documents to assess the subject property's physiography, including review of local hydrogeology and geology of the surrounding area.
- Interview relevant site contacts or property owners to ascertain current and/or past uses of the subject property.
- Visual assessment of the subject property consisting of a site reconnaissance of the subject properties and visually surveying the surrounding properties.

The Phase I ESA findings will be summarized and documented in a report prepared by an Environmental Professional as defined in ASTM E 1527-13 and will include, at a minimum 1) an introduction and description; 2) a description of the site; 3) a summary of the site history, including interviews; 4) a regulatory database review; 5) a description of the site reconnaissance; and 6) report findings and conclusions. An electronic draft copy of the report will be provided for review. Once comments or approval to finalize the report have been received, an electronic copy of the final report, including color figures and photographs, will be provided to the Client.

ASSUMPTIONS FOR TASK 1

- The Phase I ESA survey will not include inspection of the interior of any existing residences/buildings that may be present along the road segment.
- Detailed evaluation or sampling for asbestos-containing materials and lead-based paint is not included in this scope of services.
- The Client is responsible for obtaining permission to enter private property as required to perform field surveys.
- SWCA assumes that all draft and final reports will be provided electronically.

Cost for Task 1: Fixed Fee $3,500

TASK 2. DELINEATION OF JURISDICTIONAL WATERS OF THE U.S.

SWCA Environmental Consultants (SWCA) will delineate the extent of any jurisdictional water of the U.S., including wetlands, along an approximately 1.25-mile-long segment of Old Bastrop Highway, specifically the segment located between its intersections with Center Point Road and Rattler Road, located on the south side of the City of San Marcos, Hays County, Texas. The delineation would be performed in accordance with guidance provided by the U.S. Army Corps of Engineers (USACE) Fort Worth District Regulatory Branch. The purpose of the delineation would be to identify what level of authorization, if any, would be needed from the USACE to perform planned improvements along the segment of road. Planned improvements include widening the road by 8 feet on either side, drainage upgrades, and a 16-inch water line within a new 20-foot-wide easement on the west side of the road.

SWCA will gather publicly available desktop information on topography, soils, and waterbodies mapped by the U.S. Geological Survey (USGS) National Hydrography Dataset, U.S. Fish and Wildlife Service National Wetland Inventory, and similar sources prior to performing an aquatic resources delineation in the field. SWCA will conduct the field delineation to verify desktop findings and assess the presence/absence of potential waters of the U.S. along the road section. For the purposes of this proposal, it is assumed the delineation will be performed between the edge of existing right-of-way (ROW) on the east side of the road and extending to 25 feet beyond the existing edge of ROW on the west side of the road. SWCA assumes that Doucet & Associates will be responsible for obtaining rights of entry on private lands.

Wetlands will be identified if an area meets the three required wetland parameters under normal circumstances: 1) the presence of wetland hydrology, 2) a predominance of hydrophytic vegetation, and 3) presence of hydric soils. Non-wetland waterbodies (e.g., streams, channels, and ponds) will be identified by the presence of an ordinary high water mark (OHWM). SWCA will use a Trimble global positioning system (GPS) to geographically reference features, such as data points, wetland boundaries, and OHWM boundaries, obtained during the delineation.

The field delineation will be performed by a team of two qualified wetland scientists traveling from our Austin office, with the delineation expected to require one full day to complete. Upon completion of the delineation, SWCA will prepare an aquatic resources delineation report to identify and describe any likely jurisdictional areas (potential waters of the U.S.) along the road segment. The report will describe the conditions of land on either side of the road, delineation methods, and delineation results, and will provide our opinion regarding what level of authorization, if any, would be needed from the USACE to perform planned improvements along the segment of road. A draft digital copy of the report will be submitted to the client for review and comment within 14 days of having received notice to proceed (NTP). Once comments on the draft report have been received, SWCA will promptly address the comments and submit a final copy of the report to Doucet & Associates in electronic format. In addition to the delineation report, SWCA will also prepare a memorandum for the Client that summarizes options for USACE permitting, with those options dependent upon the results of the field delineation.

ASSUMPTIONS FOR TASK 2

- The Client is responsible for obtaining permission to enter private property as required to perform field surveys.
- SWCA assumes that all draft and final reports will be provided electronically.

Cost for Task 2: Fixed Fee $4,500

TASK 3. CULTURAL RESOURCES SERVICES

As Hays County is a political subdivision of the State of Texas, the investigations proposed below are designed to comply with the Antiquities Code of Texas (ACT), namely the identification of any prehistoric or historic cultural

resources that may be affected by the project that may be eligible for designation as a State Antiquities Landmark (SAL).

SUBTASK 3A. CULTURAL RESOURCES BACKGROUND REVIEW / ARCHAEOLOGICAL BACKGROUND STUDY

For the 1.25-mile-long segment of the proposed project that will occur on Old Bastrop Highway, between Center Point Road and Rattler Road in Hays County, an SWCA archaeologist will perform a review of records from the Texas Archaeological Research Laboratory available on the Texas Historical Commission's (THC) online Texas Archeological Sites Atlas (Atlas) to identify previously recorded surveys or cultural resources within a 0.5-mile radius of the study corridor. An archaeologist will also review historical maps, aerial photographs, topographic maps, soil survey maps, and geologic maps to identify possible historic structures or the previous locations of structures that may now be expressed as an archaeological site within the area of potential effects (APE) of the project. In addition to identifying previously recorded archaeological sites, the Atlas review will include the following types of information: National Register of Historic Places properties, SALs, Official Texas Historical Markers, Recorded Texas Historic Landmarks, cemeteries, and local neighborhood surveys. Other critical factors that will be examined include the level of previous disturbances from residential and commercial development, types of soils, and archaeological potential. SWCA will integrate the results of the background review/study into an Antiquities Permit application, which will include SWCA's recommendations on areas to conduct field studies.

SUBTASK 3B. ANTIQUITIES PERMIT APPLICATION

As the proposed project would occur on land owned by the Texas Department of Transportation (TxDOT), the project is subject to the ACT and the accompanying Rules of Practice and Procedure, which protects archaeological sites and historic buildings on public land. Following completion of the background review/study, SWCA will recommend locations for survey within the project area/APE and will prepare an appropriate scope of work as part of an Antiquities Permit application to conduct the field studies, as required under the ACT. SWCA's Principal Investigator will prepare the permit application and submit it to the THC, the permitting and reviewing agency.

SUBTASK 3C. ARCHAEOLOGICAL SURVEY

Once an Antiquities Permit has been obtained, SWCA will conduct an archaeological field survey of locations within the project area/APE that were recommended for survey. For the purposes of this proposal, several assumptions have been made regarding the fieldwork (see Assumptions for Task 3, below). The field survey will consist of a team of two SWCA archaeologists walking the proposed project area. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed project area. Subsurface explorations will be accomplished through shovel testing only. The placement and quantity of these excavations will depend on the level of disturbance within the proposed project boundary and the nature of the soils, geology, and topography.

Shovel tests will be excavated in 20-centimeter arbitrary levels to 1 meter in depth, unless soil characteristics or bedrock preclude reaching that depth. The matrix will be screened through ¼-inch mesh. The location of each shovel test will be plotted using a sub-meter accurate GPS receiver, and each test will be recorded on appropriate project field forms. Areas with previously recorded sites or other cultural resources revealed in the archival research will require additional shovel testing to explore the nature of the cultural deposits. Conversely, heavily disturbed and modified areas in the proposed corridor will not be shovel tested. THC survey standards call for 16 shovel tests per mile of a 100-foot-wide linear project area. If sites are encountered, a minimum of six shovel tests will be excavated per site. Shovel tests will be excavated to the depth of project impacts.

If an archaeological site is discovered during the investigations, it will be explored as much as possible with consideration to land access constraints. All discovered sites will be assessed for their potential significance so that

recommendations can be made for proper management (avoidance, non-avoidance, or further work). Additional subsurface investigations will be conducted per THC standards at discovered sites to define horizontal and vertical boundaries. SWCA will complete appropriate State of Texas Archeological Site Data Forms for each site discovered during the investigations. A detailed plan map of each site will be produced and locations will be plotted on USGS 7.5-minute topographic maps and relevant project maps.

SWCA proposes a non-collection survey. Artifacts will be tabulated, analyzed, and documented in the field, but not collected. Temporally diagnostic artifacts will be described in detail and photographed in the field. Only especially rare artifacts or discoveries will be collected. This policy will reduce curation costs once the fieldwork is concluded; however, as per the stipulations of the Antiquities Permit, all paperwork and photographs generated during field investigations must be curated at an approved repository.

SUBTASK 3D. REPORT PREPARATION

Once reviews and fieldwork have been completed, SWCA will prepare a draft report of the investigations within 15 days of NTP. The archaeological report will conform to THC, TxDOT and Council of Texas Archeologists reporting standards. The report will document the general nature of the project area, the methodology used in the investigations, the presence and condition of any previously recorded sites revealed in the records review, the general nature and extent of cultural resources encountered during the archaeological survey, recommendations on the need for further work, and the potential significance of the cultural resources regarding future development and SAL status.

SWCA will submit draft copies of the report to Doucet & Associates for review and comment. Once this has been accomplished, SWCA will incorporate any appropriate edits and will submit a final draft report to the THC for review and comment. Once the draft report has been reviewed and accepted by the THC, one copy of the final report will be submitted to the THC and 12 copies will be sent to various designated libraries around the state, in fulfillment of the permit requirement.

ASSUMPTIONS FOR TASK 3

- This scope only addresses the approximately 1.25-mile-long section of Old Bastrop Highway.
- For the purposes of the cultural resources survey, SWCA assumes that the proposed project area consists of widening the road by approximately 8 feet on either side, drainage improvements, and the installation of a 16-inch water line within a new 20-foot-wide easement on the west side of the road; should the corridor be wider, then SWCA will consult with Doucet & Associates and submit a change order for additional survey crew.
- The client will provide SWCA with project maps, aerials, kmzs and/or shapefiles prior to fieldwork.
- SWCA assumes that an individual Antiquities Permit must be obtained for the project area.
- SWCA assumes that the client and/or its subcontractors will provide access and landowner coordination through the course of the project.
- Shovel testing will be conducted per THC standards (this equates to no more than 40 shovel tests within the 1.25-mile-long project corridor).
- SWCA assumes that no more than one (1) archaeological site will be identified during the survey. If additional sites are encountered, SWCA will consult with the client to negotiate a change order.
- Any reroutes resulting from the identification of significant cultural resources or changes in engineering design plans, which subsequently will require additional fieldwork, are not part of this cost proposal.
- Backhoe trenching is not included in this cost proposal. The background research and field survey will determine if the project area contains the potential for deeply buried cultural deposits that would require backhoe trenching. If the survey finds that mechanical excavations are required to assess deeply buried cultural deposits, SWCA will consult with the client and submit a change order for the additional work.

- This scope does not include testing or data recovery excavations of sites discovered during the investigations.

Cost for Task 3: Fixed Fee $6,708

TASK 4: PROTECTED SPECIES HABITAT ASSESSMENT AND IMPACTS ANALYSIS

SWCA will conduct a habitat assessment describing vegetation communities present along the segment of Old Bastrop Highway and evaluate the potential for those communities to provide habitat for any federally or state-listed threatened and endangered species, defined herein as *protected species*. This will be completed through a combination of desktop analysis and site visit, with the latter used to visually confirm the desktop findings and gather on-site observations of current habitat conditions. The site visit will be conducted concurrent with the field work performed under Task 2 as described above. SWCA will review readily available desktop information related to current and historic aerial imagery, topographic maps, vegetation mapping, habitat models, and range and distribution information for species with the potential to occur in the vicinity. Information collected during the site visit will include notes about current site conditions, as well as visual observations and photographs of vegetation composition, vegetation structure, and landscape context (such as the degree of existing development or other habitat disturbance).

SWCA will prepare a report that describes our desktop and field findings, and provides our opinion of the potential for the habitats present on the property to support protected species. The report will contain figures as needed to depict the distribution of any habitat present along the road segment that is considered suitable for use by any protected species

ASSUMPTIONS FOR TASK 4

- Detailed measurements of habitat conditions and species-specific presence/absence surveys for listed species are not included in the scope of work. If additional investigation is warranted based on the findings of this task, SWCA will provide a proposal for such work as an additional service.
- The Client is responsible for obtaining permission to enter private property as required to perform field surveys.
- SWCA assumes that all draft and final reports will be provided electronically.

Total Cost of Task 4: $2,400

2018 LABOR CATEGORIES AND BILLING RATES

Principals & Project Management Staff

Project Manager III	$89.00	Project Manager IX	$153.00
Project Manager IV	$99.00	Project Manager X	$171.00
Project Manager V	$109.00	Project Manager XI	$187.00
Project Manager VI	$119.00	Project Manager XII	$205.00
Project Manager VII	$131.00	Principal-in-Charge	$285-398
Project Manager VIII	$142.00		

Consulting Services

Cultural Resources	Air Quality
Environmental Resources	Graphics / Media Production
Paleontology	GIS / CADD Resources
Scientific Resources	Technical Writing / Editing
Planning Resources	Principal Investigator
Information Technology	

Specialist I	$67.00	Specialist IX	$153.00
Specialist II	$79.00	Specialist X	$171.00
Specialist III	$89.00	Specialist XI	$187.00
Specialist IV	$99.00	Specialist XII	$205.00
Specialist V	$109.00	Subject Matter Expert	$226-324
Specialist VI	$119.00		
Specialist VII	$131.00	Technician I	$47.00
Specialist VIII	$142.00	Technician II	$55.00

Administrative

Administrative I	$42.00	Administrative V	$89.00
Administrative II	$53.00	Administrative VI	$101.00
Administrative III	$66.00	Administrative VII	$113.00
Administrative IV	$77.00	Administrative VIII	$125.00

Direct expenses are subject to a 15% administrative markup and subcontractor expenses are subject to a 20% administrative markup. These rates do not apply to depositions or testimonies at administrative hearings and trials. Such activities fall under our Expert Witness rates, which vary by state.

A communication/data fee is invoiced at a rate of 3% of labor to cover such expenses (i.e.: cell phones, data plans, faxes, etc.).

Overtime is invoiced at 1.2 times standard rates.

Per Diem is billed at the GSA rate in place at the time of billing. Mileage is billed at the IRS mileage rate in place at the time of billing.

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

SUB-677; La Cima PH 1 Subdivision (139 Lot). Discussion and possible action to accept Amendment No. 001 to Letter of Credit No 5132 for street and drainage improvements for La Cima PH 1.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 13, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

La Cima PH 1 is a proposed 139 lot subdivision located along RR 12 in PCT 3. Water and wastewater service will be accomplished by the City of San Marcos.

The construction of street and drainage improvements in La Cima PH 1 SEC 1 is partially complete. The amendment will release $763,264.10 back to the developer. The remaining amount is sufficient to complete the improvements which have not yet been constructed.

LA CIMA PHASE I, SECTION 1
FINAL PLAT

STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS, THAT WE, LCSM PH.1–1, LLC, A TEXAS LIMITED LIABILITY COMPANY BY AND THROUGH, BRYAN W. LEE, MANAGER, LCSM PH.1–1, LLC, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 303 COLORADO STREET, SUITE 2300, AUSTIN, TEXAS 78701, BEING THE OWNER OF 59.734 ACRES OF LAND IN THE JOHN WILLIAMS SURVEY ABSTRACT NO. 490, HAYS COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 67.926 ACRE TRACT DESCRIBED IN THE DEED OF RECORD IN INSTRUMENT NO. 17017221, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 67.926 ACRES BEING A PORTION OF A CERTAIN CALLED 649.592 ACRE TRACT DESCRIBED IN THE DEED OF RECORD IN VOLUME 4877, PAGE 632, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, A PORTION OF A CERTAIN CALLED 1388.17 ACRE TRACT DESCRIBED IN THE DEED OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, A PORTION OF A CERTAIN CALLED 23.823 ACRE TRACT DESCRIBED IN THE DEED OF RECORD IN VOLUME 5038, PAGE 698, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND A PORTION OF A CERTAIN CALLED 8.73 ACRE TRACT DESIGNATED AS TRACT TWO AND DESCRIBED IN THE DEED OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; DO HEREBY SUBDIVIDE SAID 59.734 ACRES AS SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS

LA CIMA PHASE 1, SECTION 1

SUBDIVISION TO THE CITY OF SAN MARCOS, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER PUBLIC RIGHT–OF–WAY AND DRAINS, EASEMENTS (EXCLUDING LANDSCAPE AREA WITHIN EASEMENTS), PARKS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

IN WITNESS WHEREOF, LCSM PH.1–1, LLC, HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS THE 18th DAY OF December 2017 A.D.

BY: B. W. Lee

BRYAN W. LEE, MANAGER
LCSM, PH.1–1, LLC
303 COLORADO STREET, SUITE 2300
AUSTIN, TX 78701

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, BRYAN W. LEE, MANAGER, LCSM PH.1–1, LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED AND GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18th DAY OF December, 2017,

BY: Carole Koelfgen
NOTARY PUBLIC

CAROLE A. KOELFGEN
Notary Public, State of Texas
Comm. Expires 06-01-2020
Notary ID 12653060-1

STATE OF TEXAS §
COUNTY OF HAYS §

THE UNDERSIGNED, ON BEHALF OF PLAINSCAPITAL BANK, A LIENHOLDER OF THE PROPERTY COVERED BY THE PLAT, HEREBY RATIFIES, APPROVES, AND CONSENTS TO THE FILING AND RECORDING OF THE PLAT AGAINST THE PROPERTY AND AGREES THAT THE BANK'S RIGHTS AND LIENS ON THE PROPERTY SHALL BE SUBJECT TO THE PLAT AND DEDICATIONS THEREON.

WITNESS MY HAND THIS THE 18TH DAY OF DECEMBER A.D. 2017,

PLAINSCAPITAL BANK,

BY:

NAME: FRANK E. JACKEL, EVP

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, FRANK E. JACKEL, EVP, PLAINSCAPITAL BANK, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED AND GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18 DAY OF December 2017,

BY:
NOTARY PUBLIC

AMANDA K. DENTON
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-02-2018

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT, LIZ Q. GONZALEZ, CLERK OF HAYS COUNTY COURT DOES HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDS IN MY OFFICE ON THE 27th DAY OF December 2017, A.D., IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 17044947 WITNESS MY HAND AND SEAL OF OFFICE OF COUNTY CLERK OF SAID COUNTY ON THIS THE 27th DAY OF December 2017, A.D.

FILED FOR RECORD AT 11:41 O'CLOCK A.M. THIS THE 27th DAY OF December 2017, A.D.

BY: Liz Q. Gonzalez by Roxanne J. Deputy
LIZ Q. GONZALEZ
COUNTY CLERK
HAYS COUNTY, TEXAS

CITY OF SAN MARCOS
APPROVAL CERTIFICATE

APPROVED AND AUTHORIZED TO BE RECORDED ON THE 12th DAY OF December, 2017, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAN MARCOS, TEXAS.

CIP & ENGINEERING — DATE 12/27/17

DIRECTOR OF PLANNING & DEVELOPMENT SERVICES — DATE 12.21.17

RECORDING SECRETARY — DATE 12/21/17

CHAIRMAN, PLANNING & ZONING COMMISSION — DATE 12/22/17

STATE OF TEXAS §
COUNTY OF HAYS §

I THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PLAT AND ALL PLANS AND SPECIFICATIONS WHICH ARE INCLUDED WITH THE PLAT ARE, TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS, AND RELEVANT STATE STANDARDS.

BY:
TIMOTHY M. HOLLAND
REGISTERED PROFESSIONAL ENGINEER
NO. 94848 – STATE OF TEXAS
TBPE FIRM NO. F–14309
BOWMAN CONSULTING GROUP, LTD.
1120 S. CAPITAL OF TEXAS HWY,
BUILDING 3, SUITE 220
AUSTIN, TEXAS 78746
512–327–1180

STATE OF TEXAS
TIMOTHY M. HOLLAND
94848
LICENSED
PROFESSIONAL ENGINEER
12/15/17

STATE OF TEXAS §
COUNTY OF HAYS §

I, JOHN D. BARNARD, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL ON–THE–GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

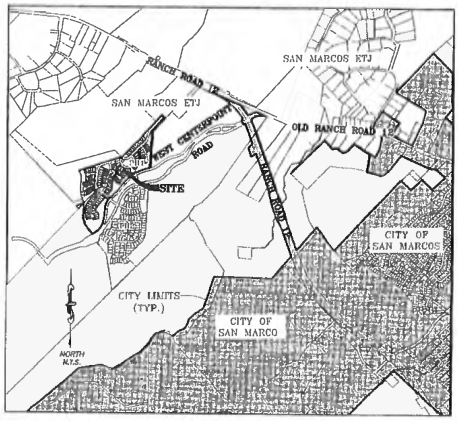
BY:
JOHN D. BARNARD
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5749 – STATE OF TEXAS
BOWMAN CONSULTING GROUP, LTD.
1120 S. CAPITAL OF TEXAS HWY,
BUILDING 3, SUITE 220
AUSTIN, TEXAS 78746
512–327–1180

STATE OF TEXAS
JOHN D. BARNARD
5749
REGISTERED
PROFESSIONAL
LAND SURVEYOR
12/15/17

AQUIFER NOTE:
THIS PROJECT IS IN THE EDWARDS AQUIFER RECHARGE ZONE BUT IS NOT IN THE CONTRIBUTING ZONE.

FLOOD NOTE:
A PORTION OF THE SUBJECT TRACT IS SHOWN TO BE IN FLOOD ZONE A, SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, NO BASE FLOOD ELEVATIONS DETERMINED, AND IN ZONE X, OTHER AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE FLOOD INSURANCE RATE MAP PANEL NO(S). 48209C0369F, 48209C0457F, & 48209C0388F, ALL DATED SEPTEMBER 02, 2005, HAYS COUNTY, TX.

THE ABOVE STATEMENT IS MEANT FOR FLOOD INSURANCE DETERMINATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S).



LOCATION MAP
NOT TO SCALE

PROJECT ADDRESS:

THIS PROJECT IS LOCATED ON WONDER WORLD DRIVE, RANCH ROAD 12, HAYS COUNTY, TEXAS.

NOTES:

1. THIS PROJECT IS IN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SAN MARCOS
2. BUFFER ZONES PER THE APPROVED WATER PROTFCTION PLAN PHASE 1 ON NOVEMBER 20, 2014.
3. PUBLIC SIDEWALKS, BUILT TO CITY OF SAN MARCOS STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS, AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: ACADEMY OAKS DRIVE, LADY BUG ROAD, TULIP GARDEN TRAIL, COPPER SAGE DRIVE, BEAUTYBERRY ROAD, FROGFRUIT WAY, STRAWBERRY STREET, EMERALD GARDEN ROAD. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. SIDEWALKS SHALL BE MAINTAINED BY ADJACENT PROPERTY OWNER.
4. FIRE HYDRANT SPACING AND WATER FLOW WILL MEET CITY SPECIFICATIONS.
5. AS USED HEREIN, THE TERM "DEVELOPER" SHALL MEAN "LAZY OAKS RANCH, LP" OR ITS SUCCESSORS OR ASSIGNS.
6. THIS PLAT (AND THE LOTS THEREIN) ARE SUBJECT TO THE DEVELOPMENT AGREEMENT WITH THE CITY OF SAN MARCOS, RESOLUTION 2014–131R, APPROVED SEPTEMBER 16, 2014.
7. THIS SUBDIVISION IS SUBJECT TO AND SHALL COMPLY WITH THE FOLLOWING AGREEMENTS BETWEEN THE OWNER AND HAYS COUNTY:

AGREEMENT REGARDING LA CIMA HABITAT PRESERVATION, PURGATORY CREEK PARKLAND DEDICATION, AND CENTERPOINT RIGHT–OF–WAY DEDICATION (EXECUTED JUNE 2, 2015).

HAYS COUNTY LICENSE AGREEMENT (EXECUTED AUGUST 28, 2015).

8. A 25' FRONT SETBACK FROM ACADEMY OAKS DRIVE AND EMERALD GARDEN ROAD SHALL BE OBSERVED ON LOT 10, BLOCK D.
9. ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE "DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LA CIMA, AS AMENDED FROM TIME TO TIME, ORIGINALLY RECORDED IN DOCUMENT NO. 17044942, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
10. THE LA CIMA H.O.A. OR ITS ASSIGNS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE OPEN SPACE LOTS SHOWN HEREON, AS SET FORTH IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS REFERENCED IN NOTE NO. 9, HEREON.
11. THE SUBJECT TRACT SHOWN HEREON IS IN THE SAN MARCOS CISD AND IN ESD 3.
12. DRAINAGE EASEMENTS ARE TO BE PRIVATELY MAINTAINED.
13. TRAILS LOCATED WITHIN OPEN SPACE LOTS SHALL PERMIT PUBLIC ACCESS.
14. SECOND MEANS OF FIRE ACCESS SHALL BE PROVIDED BY THE SAN MARCOS ACADEMY ENTRANCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE–APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINICHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON–SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

CLINT GREGG TOM–POPE, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

12/19/17
ROXIE MCINNIS
DIVISION MANAGER,
HAYS COUNTY
DEVELOPMENT SERVICES

STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, DIVISION MANAGER OF THE HAYS COUNTY DEVELOPMENT AND COMMUNITY SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF SAN MARCOS FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SAN MARCOS.

12/19/17
ROXIE MCINNIS
DIVISION MANAGER,
HAYS COUNTY
DEVELOPMENT SERVICES

LOT SIZE SUMMARY	
TOTAL NUMBER OF LOTS	140
AVERAGE SIZE OF LOTS	0.349 AC.
10.0 AC. OR GREATER	1 (LOT 50, BLOCK E)
GREATER THAN 5.0 AC. LESS THAN 10.0 AC.	0
GREATER THAN 2.0 AC. LESS THAN 5.0 AC.	2 (LOT 5, BLOCK A & LOT 34, BLOCK C)
GREATER THAN 1.0 AC. LESS THAN 2.0 AC.	2 (LOT 13, BLOCK B & LOT 1, BLOCK F)
LESS THAN 1.0 AC.	135

LOT SUMMARY	
RIGHT–OF–WAY	10.866 ACRES
S.F. LOTS (130)	24.814 ACRES
OPEN SPACE LOTS (10)	24.054 ACRES
TOTAL	59.734 ACRES

STREET SUMMARY			
STREET NAME	STREET LENGTH	PAVE. WIDTH	ROW WIDTH
COPPER SAGE DRIVE	216 L.F.	33' F–F	VARIES
ACADEMY OAKS DRIVE	3437 L.F.	37' F–F	60'
STRAWBERRY STREET	357 L.F.	33' F–F	53'
FROGFRUIT WAY	281 L.F.	33' F–F	53'
BEAUTYBERRY ROAD	343 L.F.	33' F–F	53'
EMERALD GARDEN ROAD	1789 L.F.	33' F–F	53'
LADY BUG ROAD	864 L.F.	41' F–F	59'
TULIP GARDEN TRAIL	485 L.F.	33' F–F	53'

UTILITY NOTE:
WATER/WASTE WATER: CITY OF SAN MARCOS
630 EAST HOPKINS STREET
SAN MARCOS, TEXAS 78666

ELECTRIC: PEDERNALES ELECTRIC COOPERATIVE
201 SOUTH AVENUE F
JOHNSON CITY, TEXAS 78636

CORNER LOTS SIDE FRONTAGES		
BLOCK	LOT	SIDE CORNER FRONTAGE
C	7	ACADEMY OAKS DRIVE
C	8	ACADEMY OAKS DRIVE
C	12	BEAUTYBERRY ROAD
C	23	BEAUTYBERRY ROAD

AREA TABLES PHASE 1, SECTION 1:

1. TOTAL ACREAGE: 59.734 ACRES.
2. THE TOTAL AREA OF STREETS IN THIS SUBDIVISION IS 10.866 ACRES.
3. THE TOTAL LENGTH OF ALL STREETS IN THIS SUBDIVISION IS 7772 LINEAR FEET.

TOTAL NUMBER OF LOTS: 140
SINGLE FAMILY: 130
OPEN SPACE: 10
PRIVATE STREET: 0

TABLE OF LAND USE	
BLOCK A, LOT 5; BLOCK B, LOT 13; BLOCK C, LOTS 13 & 34; BLOCK D, LOT 20; BLOCK E, LOTS 10, 50 & 51; & BLOCK F, LOT 1; BLOCK G, LOT 1	OPEN SPACE
ALL OTHER LOTS	SINGLE FAMILY

IC TABLE	SF IC ALLOWED
BLOCK A, LOTS 1–4 & 6–20; BLOCK C, LOTS 8–12 & 14–33; BLOCK D, LOTS 12–19; BLOCK E, LOTS 11–23	3750
BLOCK B, LOTS 1–12; BLOCK C, LOTS 1–7; BLOCK D, LOTS 1–11; BLOCK E, LOTS 1–9 & LOTS 24–49	4500

FILE: P:\005956 – Lazy Oaks Ranch\005956–01–002 (SUB) – Freeman Tract\Survey\Working\Final Plat\005956_La Cima Phase 1, Section 1_Final Plat.dwg
DATE: 08–26–16 | DRAWN BY: KLC | CREW: CAF, MK
SCALE: 1"=100' | CHECKED BY: J.D.B. | PB #:
JOB #: 005956 | DRAWING #: FINAL PLAT | PLAN #: 1171 | REF. 2345

NO.	REVISION	BY	DATE

PLOT DATE: Dec 15,2017–11:40am

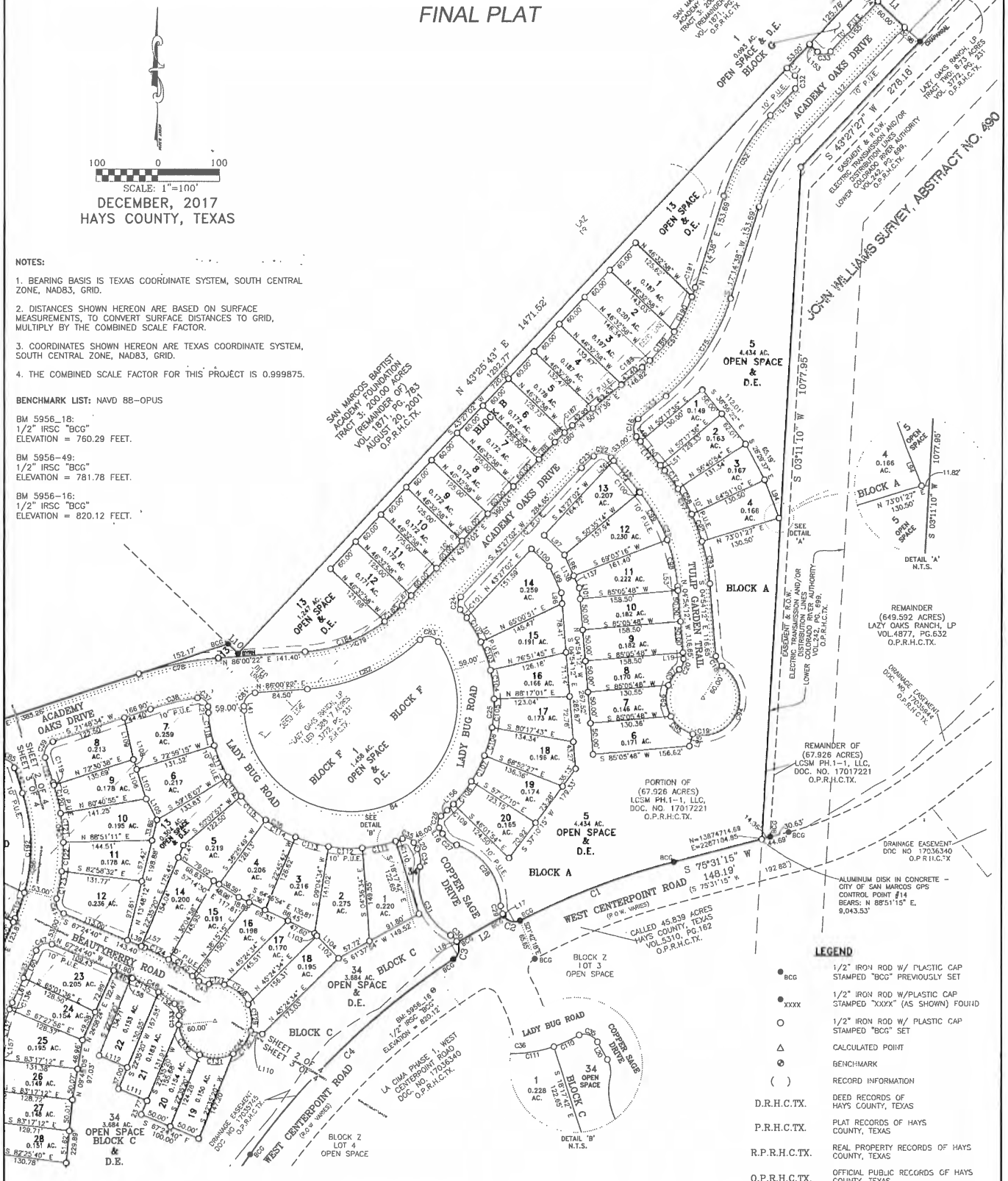
Bowman CONSULTING

Bowman Consulting Group, Ltd.
1120 S. Capitol of Texas Hwy, Building 3, Suite 220, Austin, TX 78746
Phone: (512) 327–1180 Fax: (512) 327–4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F–14309 | TBPLS Firm No. 101206–00

FINAL PLAT
LA CIMA
PHASE 1, SECTION 1
JOHN WILLIAMS SURVEY, ABSTRACT 490
HAYS COUNTY, TEXAS

SHEET 1 OF 4
PLAN #: 1171

LA CIMA PHASE I, SECTION 1
FINAL PLAT



NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, GRID.

2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.

3. COORDINATES SHOWN HEREON ARE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, GRID.

4. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.999875.

BENCHMARK LIST: NAVD 88-OPUS

BM 5956_18:
1/2" IRSC "BCG"
ELEVATION = 760.29 FEET.

BM 5956-49:
1/2" IRSC "BCG"
ELEVATION = 781.78 FEET.

BM 5956-16:
1/2" IRSC "BCG"
ELEVATION = 820.12 FEET.

NOTE: SEE SHEET 4 OF 4 FOR LINE AND CURVE TABLES.

LEGEND

● BCG	1/2" IRON ROD W/ PLASTIC CAP STAMPED "BCG" PREVIOUSLY SET
● XXXX	1/2" IRON ROD W/PLASTIC CAP STAMPED "XXXX" (AS SHOWN) FOUND
○	1/2" IRON ROD W/ PLASTIC CAP STAMPED "BCG" SET
△	CALCULATED POINT
⊘	BENCHMARK
( )	RECORD INFORMATION
D.R.H.C.TX.	DEED RECORDS OF HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS OF HAYS COUNTY, TEXAS
R.P.R.H.C.TX.	REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
	MATCH LINE
P.U.E.	PUBLIC UTILITY EASEMENT
	PROPOSED SIDEWALK LOCATION
	PLAT BOUNDARY LINE
D.E.	DRAINAGE EASEMENT

FILE: P:\005956 - Lazy Oaks Ranch\005956-01-002 (SUP) - Freeman Tract\Survey\Working\Final Plat\005956_La Cima Phase 1, Section 1_Final Plat.dwg

DATE: 08-26-16	DRAWN BY: KLC	CREW: CAF, MK	
SCALE: 1"=100'	CHECKED BY: J.D.B.	FB #:	
JOB #: 005956	DRAWING #: FINAL PLAT	PLAN #: 1171	REF. 2345

NO.	REVISION	BY	DATE

PLOT DATE: Dec 15,2017-11:40am

Bowman CONSULTING

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1120 S. Capital of Texas Hwy, Building 3, Suite 220, Austin, TX 78746
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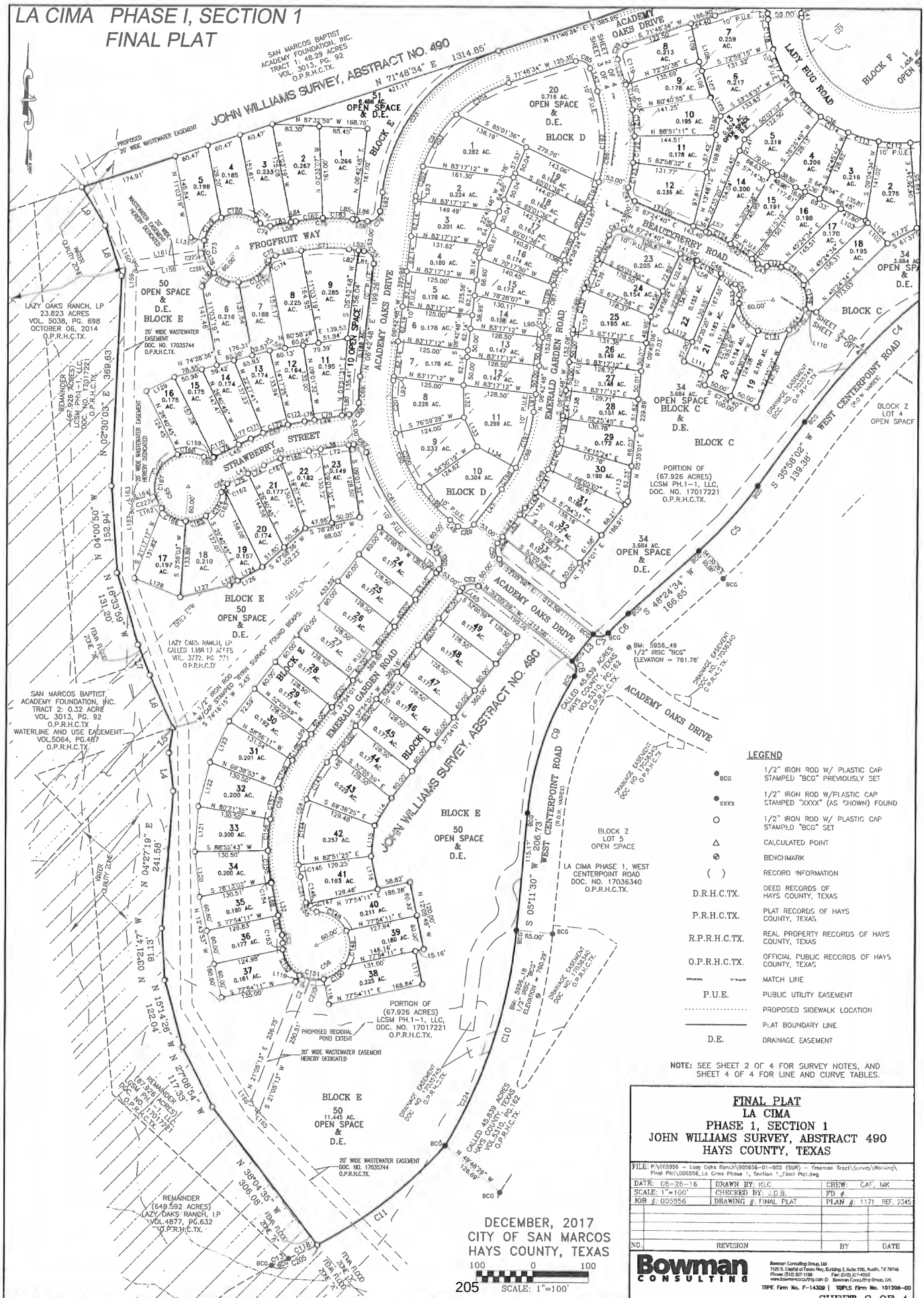
FINAL PLAT
LA CIMA
PHASE 1, SECTION 1
JOHN WILLIAMS SURVEY, ABSTRACT 490
HAYS COUNTY, TEXAS

SHEET 2 OF 4

PLAN #: 1171


LA CIMA PHASE I, SECTION 1
FINAL PLAT
JOHN WILLIAMS SURVEY, ABSTRACT NO. 490
SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC. TRACT 1: 48.29 ACRES VOL. 3013, PG. 92 O.P.R.H.C.TX.
ACADEMY OAKS DRIVE
LADY BUG ROAD
FROGFRUIT WAY
BEAUTYBERRY ROAD
STRAWBERRY STREET
EMERALD GARDEN ROAD
ACADEMY OAKS DRIVE
WEST CENTERPOINT ROAD (R.O.W. VARIES)
BLOCK E
50 OPEN SPACE & D.E.
BLOCK D
BLOCK C
BLOCK Z
LOT 4 OPEN SPACE
LOT 5 OPEN SPACE
LAZY OAKS RANCH, LP 23.823 ACRES VOL. 5038, PG. 698 OCTOBER 06, 2014 O.P.R.H.C.TX.
REMAINDER (649.592 ACRES) LAZY OAKS RANCH, LP VOL. 4877, PG. 632 O.P.R.H.C.TX.
PORTION OF (67.926 ACRES) LCSM PH.1-1, LLC, DOC. NO. 17017221 O.P.R.H.C.TX.
LA CIMA PHASE 1, WEST CENTERPOINT ROAD DOC. NO. 17036340 O.P.R.H.C.TX.
CALLED 45.839 ACRES HAYS COUNTY, TEXAS VOL. 5310, PG. 162 O.P.R.H.C.TX.
SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC. TRACT 2: 0.32 ACRE VOL. 3013, PG. 92 O.P.R.H.C.TX
WATERLINE AND USE EASEMENT VOL.5064, PG.487 O.P.R.H.C.TX.
LAZY OAKS RANCH, LP CALLED 138.17 ACRES VOL. 3772, PG. 771 O.P.R.H.C.TX
PROPOSED REGIONAL POND EXTENT
20' WIDE WASTEWATER EASEMENT HEREBY DEDICATED
20' WIDE WASTEWATER EASEMENT DOC. NO. 17035744 O.P.R.H.C.TX.
10' P.U.E.
DRAINAGE EASEMENT DOC. NO. 17035745 O.P.R.H.C.TX.
BM: 5956_49 1/2" IRSC "BCG" ELEVATION = 781.78'
BM: 5956_18 1/2" IRSC "BCG" ELEVATION = 780.29'
LEGEND
1/2" IRON ROD W/ PLASTIC CAP STAMPED "BCG" PREVIOUSLY SET
1/2" IRON ROD W/PLASTIC CAP STAMPED "XXXX" (AS SHOWN) FOUND
1/2" IRON ROD W/ PLASTIC CAP STAMPED "BCG" SET
CALCULATED POINT
BENCHMARK
RECORD INFORMATION
D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
P.R.H.C.TX. PLAT RECORDS OF HAYS COUNTY, TEXAS
R.P.R.H.C.TX. REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS
O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
MATCH LINE
P.U.E. PUBLIC UTILITY EASEMENT
PROPOSED SIDEWALK LOCATION
PLAT BOUNDARY LINE
D.E. DRAINAGE EASEMENT
NOTE: SEE SHEET 2 OF 4 FOR SURVEY NOTES, AND SHEET 4 OF 4 FOR LINE AND CURVE TABLES.
FINAL PLAT
LA CIMA
PHASE 1, SECTION 1
JOHN WILLIAMS SURVEY, ABSTRACT 490
HAYS COUNTY, TEXAS
DECEMBER, 2017
CITY OF SAN MARCOS
HAYS COUNTY, TEXAS
SCALE: 1"=100'
Bowman CONSULTING
SHEET 3 OF 4
PLAN #: 1171

LA CIMA PHASE I, SECTION 1 - FINAL PLAT

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 46°33'49" E	125.71'
L2	S 60°14'01" W	86.00'
L3	N 37°56'10" E	60.00'
L4	N 08°49'45" W	67.35'
L5	N 08°42'47" E	44.51'
L6	N 24°09'06" W	101.38'
L7	N 21°49'43" W	57.66'
L8	N 18°25'58" W	93.11'
L9	N 31°48'46" W	79.48'
L10	S 46°30'56" E	22.48'
L11	S 46°34'31" E	17.75'
L12	S 43°25'29" W	252.24'
L13	N 50°17'36" E	58.43'
L14	S 39°42'24" E	71.06'
L15	S 39°42'24" E	71.01'
L16	N 30°20'21" W	10.99'
L17	N 29°45'59" W	3.42'
L18	S 29°45'59" E	2.22'
L19	S 04°54'12" E	10.10'
L20	S 30°20'19" E	11.42'
L21	S 03°45'28" E	9.88'
L22	N 18°11'26" W	42.51'
L23	N 24°58'24" E	91.76'
L24	N 37°54'01" E	78.68'
L25	N 12°05'49" W	45.44'
L26	S 12°05'49" E	93.23'
L27	S 53°35'28" E	17.18'
L28	N 80°58'28" E	79.74'
L29	N 63°19'15" E	72.71'
L30	S 63°19'15" W	72.71'
L31	N 12°05'49" W	46.31'
L32	N 12°05'49" W	93.23'
L33	N 78°58'41" E	46.06'
L34	S 78°56'41" W	46.06'
L35	N 83°17'12" W	26.87'
L36	N 39°42'24" W	6.39'
L37	N 53°35'28" W	17.18'
L38	S 80°58'28" W	79.74'
L39	N 67°24'40" W	24.46'
L40	S 08°42'48" W	33.70'
L41	S 03°45'27" E	6.76'
L42	N 18°11'26" W	42.51'
L43	N 63°19'15" E	72.71'
L44	N 80°58'28" E	79.74'
L45	N 63°19'15" E	72.71'
L46	S 67°24'40" E	29.97'
L47	N 37°54'01" E	78.68'
L48	N 52°05'59" W	18.21'
L49	S 39°42'24" E	10.00'
L50	N 39°42'24" W	50.00'
L51	N 39°42'24" W	11.06'
L52	N 83°17'12" W	26.87'
L53	N 04°54'12" W	6.54'
L54	S 39°42'24" E	64.62'
L55	S 78°56'41" W	46.06'
L56	N 78°56'41" E	46.06'
L57	S 67°24'40" E	5.93'
L58	S 67°24'40" E	2.50'
L59	S 83°17'12" E	26.87'
L60	N 24°58'24" E	48.35'
L61	N 24°58'24" E	43.40'
L62	N 08°42'48" E	33.70'
L63	N 37°54'01" E	50.00'
L64	N 37°54'01" E	14.27'
L65	N 37°54'01" E	7.54'
L66	N 37°54'01" E	21.64'
L67	N 12°05'49" W	34.99'
L68	N 12°05'49" W	58.25'
L69	N 37°54'01" E	21.64'
L70	N 37°54'01" E	8.02'
L71	N 80°58'28" E	8.98'
L72	N 80°58'28" E	50.00'
L73	N 80°58'28" E	20.75'
L74	N 63°19'15" E	31.83'
L75	N 63°19'15" E	40.88'
L76	N 63°19'15" E	48.52'
L77	N 63°19'15" E	24.19'
L78	N 80°58'28" E	17.89'
L79	N 80°58'28" E	46.20'

LINE TABLE		
LINE #	BEARING	DISTANCE
L80	N 80°58'28" E	12.65'
L81	S 83°17'12" E	10.00'
L82	S 83°17'12" E	16.87'
L83	N 78°56'41" E	37.29'
L84	N 78°56'41" E	8.76'
L85	S 83°17'12" E	6.87'
L86	S 83°17'12" E	20.00'
L87	S 43°27'02" W	22.05'
L88	S 43°27'02" W	37.95'
L89	N 24°58'24" E	6.14'
L90	N 06°42'48" E	20.60'
L91	N 06°42'48" E	31.48'
L92	S 06°42'48" W	6.75'
L93	S 06°42'48" W	8.51'
L94	S 21°03'41" E	65.12'
L95	N 15°52'19" E	20.00'
L96	S 24°51'10" E	36.69'
L97	S 46°42'23" E	45.93'
L98	S 04°54'12" E	17.29'
L99	S 24°51'10" E	46.90'
L100	S 46°42'23" E	40.23'
L101	S 04°54'12" E	17.52'
L102	S 44°35'26" E	50.00'
L103	S 44°35'26" E	5.32'
L104	S 44°35'26" E	55.32'
L105	N 27°30'25" W	37.69'
L106	N 18°11'26" W	66.46'
L107	S 18°11'26" E	49.62'
L108	S 18°11'26" E	16.86'
L109	N 12°27'29" W	68.51'
L110	S 74°51'56" E	19.76'
L111	S 67°24'40" E	50.00'
L112	S 67°24'40" E	50.00'
L113	N 37°54'01" E	7.13'
L114	N 31°28'56" E	56.46'
L115	N 05°48'54" E	54.16'
L116	N 12°05'49" W	59.10'
L117	N 12°05'49" W	60.00'
L118	S 12°05'49" E	44.87'
L119	S 32°42'18" W	12.84'
L120	N 06°25'21" W	79.71'
L121	N 04°17'04" E	79.71'
L122	N 14°59'46" E	79.71'
L123	N 24°57'43" E	79.82'
L124	S 61°01'49" W	50.04'
L125	S 61°01'49" W	16.88'
L126	S 61°01'49" W	66.90'
L127	S 76°31'15" W	80.24'
L128	N 67°53'40" W	87.82'
L129	S 63°19'15" W	55.00'
L130	S 42°30'37" W	31.78'
L131	N 77°42'06" W	24.53'
L132	N 00°58'39" W	56.53'
L133	N 24°42'41" W	55.98'
L134	S 61°35'26" E	77.89'
L135	N 37°54'01" E	14.41'
L136	N 24°58'24" E	17.73'
L137	S 24°51'10" E	21.28'
L138	S 24°51'10" E	57.97'
L139	N 45°15'02" E	133.22'
L140	N 47°01'11" E	108.69'
L141	N 39°02'29" E	86.67'
L142	N 39°08'21" E	121.10'
L143	N 40°52'53" E	74.65'
L144	N 35°22'30" E	78.01'
L145	N 48°07'56" E	137.88'
L146	N 61°25'28" E	27.19'
L147	S 08°27'37" W	101.51'
L148	N 83°32'23" W	25.00'
L149	N 06°27'37" E	100.39'
L150	N 71°22'12" E	36.00'
L151	S 18°25'34" E	30.00'
L152	S 71°22'12" W	58.27'
L153	S 46°34'31" E	17.75'
L154	S 43°25'29" W	58.50'
L155	N 43°25'29" E	110.75'
L156	N 47°28'25" E	13.56'
L157	S 06°42'48" W	7.33'
L158	S 81°07'37" W	124.61'
L159	N 00°46'49" E	10.69'
L160	N 24°35'14" W	9.83'
L161	N 81°07'37" E	124.10'
L162	S 73°11'44" W	49.98'
L163	N 00°46'49" E	13.45'
L164	N 73°11'44" E	42.30'
L165	N 45°05'40" W	5.39'
L165	N 32°13'38" W	18.79'
L167	N 01°36'19" W	7.44'

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	1235.00'	267.25'	S 69°19'12" W	266.73'
C2	20.00'	30.22'	N 73°35'50" W	27.42'
C3	20.00'	30.54'	S 13°25'57" W	27.66'
C4	1235.00'	457.27'	S 46°34'27" W	454.66'
C5	715.00'	155.27'	S 42°11'16" W	154.96'
C6	534.00'	49.49'	S 45°45'17" W	49.47'
C7	20.00'	29.80'	S 85°30'00" W	26.97'
C8	20.00'	29.82'	S 09°40'41" E	26.98'
C9	534.00'	256.79'	S 18°58'03" W	254.32'
C10	885.00'	401.54'	S 18°11'23" W	398.10'
C11	802.36'	288.41'	S 52°20'37" W	286.86'
C12	326.50'	38.40'	N 36°30'45" W	36.39'
C13	802.36'	32.56'	N 67°49'55" E	32.66'
C14	270.00'	123.37'	N 30°20'03" E	122.30'
C15	330.00'	190.35'	N 33°46'07" E	187.72'
C16	20.00'	31.42'	N 05°17'36" E	28.28'
C17	326.50'	198.33'	N 22°18'18" W	195.29'
C18	20.00'	19.01'	N 32°08'02" W	18.30'
C19	60.00'	302.56'	N 85°05'48" E	69.75'
C20	20.00'	19.01'	S 22°19'39" W	18.30'
C21	273.50'	166.13'	S 22°18'18" E	163.59'
C22	20.00'	31.76'	S 85°14'07" E	28.54'
C23	270.00'	27.27'	N 46°20'36" E	27.25'
C24	15.00'	21.91'	N 01°36'14" E	20.01'
C25	232.50'	356.01'	N 03°37'25" E	322.24'
C26	15.00'	20.38'	N 08°34'32" E	18.84'
C27	40.00'	28.65'	N 51°34'34" W	28.98'
C28	101.00'	129.61'	N 36°03'04" W	120.89'
C29	25.00'	13.30'	N 14°31'40" W	13.14'
C30	25.00'	13.75'	S 45°31'36" E	13.58'
C31	101.00'	129.43'	S 24°34'34" E	120.75'
C32	15.00'	23.58'	N 01°34'31" W	21.21'
C33	15.00'	23.58'	N 88°25'29" E	21.21'
C34	40.00'	29.65'	S 08°06'09" E	28.98'
C35	15.00'	21.18'	S 70°47'46" E	19.47'
C36	232.50'	436.21'	S 57°30'22" E	374.99'
C37	15.00'	24.85'	S 51°13'16" E	22.11'
C38	471.49'	78.10'	N 76°34'12" E	78.01'
C39	20.00'	31.42'	N 26°48'34" E	28.28'
C40	326.50'	188.43'	N 01°38'25" W	185.83'
C41	20.00'	28.72'	N 26°16'02" W	26.32'
C42	326.50'	102.54'	N 58°24'51" W	102.12'
C43	20.00'	17.70'	N 74°46'18" W	17.13'
C44	60.00'	302.32'	N 44°13'19" E	69.94'
C45	20.00'	20.71'	S 21°05'33" E	19.80'
C46	273.50'	79.51'	S 59°04'59" E	79.23'
C47	20.00'	30.58'	N 88°46'52" E	27.69'
C48	273.50'	87.16'	N 15°50'36" E	86.80'
C49	326.50'	177.72'	N 22°18'24" E	175.53'
C50	20.00'	31.42'	N 07°05'59" W	28.28'
C51	270.00'	155.74'	S 33°46'07" W	153.59'
C52	330.00'	150.79'	S 30°20'03" W	149.48'
C53	20.00'	31.42'	N 82°54'01" E	28.28'
C54	243.50'	212.48'	N 12°54'06" E	205.80'
C55	20.00'	27.01'	N 50°46'45" W	25.00'
C56	60.00'	286.73'	N 47°26'37" E	81.99'
C57	50.00'	14.35'	S 03°52'27" E	14.30'
C58	326.50'	46.56'	N 29°13'58" W	46.52'
C59	296.50'	258.73'	S 12°54'06" W	250.60'
C60	20.00'	32.48'	S 08°35'28" E	29.01'
C61	330.00'	204.12'	S 34°22'48" E	200.88'
C62	20.00'	28.75'	S 57°50'35" E	26.34'
C63	273.50'	84.27'	N 72°08'51" E	83.94'
C64	20.00'	19.01'	N 36°05'24" E	18.30'
C65	60.00'	302.56'	S 26°40'45" E	69.75'
C66	20.00'	19.01'	N 89°26'54" W	18.30'
C67	326.50'	100.60'	S 72°08'51" W	100.20'
C68	20.00'	28.75'	S 39°47'30" W	26.34'
C69	330.00'	46.68'	S 02°39'40" W	46.64'
C70	20.00'	31.42'	S 38°17'12" E	28.28'
C71	273.50'	84.82'	N 87°49'44" E	84.48'
C72	20.00'	19.01'	N 51°42'50" E	18.30'
C73	60.00'	302.56'	S 11°03'19" E	69.75'
C74	20.00'	19.01'	N 73°49'29" W	18.30'
C75	326.50'	101.25'	S 87°49'44" W	100.85'

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C76	20.00'	31.42'	S 51°42'48" W	28.28'
C77	300.00'	340.84'	S 39°15'41" W	322.81'
C78	530.00'	131.32'	S 78°54'26" W	130.99'
C79	240.00'	178.26'	S 64°43'42" W	174.19'
C80	330.00'	38.41'	S 46°52'19" W	38.39'
C81	20.00'	31.33'	S 41°07'25" W	28.23'
C82	300.00'	203.69'	S 66°33'18" W	199.80'
C83	20.00'	34.28'	N 83°47'44" W	30.23'
C84	173.50'	638.74'	N 70°46'29" E	334.43'
C85	20.00'	31.42'	N 63°11'28" W	28.28'
C86	273.50'	206.04'	N 03°23'29" E	201.20'
C87	328.50'	104.05'	N 15°50'36" E	103.62'
C88	273.50'	148.87'	N 22°18'24" E	147.04'
C89	20.00'	31.42'	N 82°54'01" E	28.28'
C90	270.00'	277.15'	S 22°41'36" E	265.14'
C91	240.00'	272.87'	S 39°15'41" W	258.24'
C92	326.50'	46.58'	N 21°03'41" E	46.52'
C93	326.50'	68.80'	N 10°56'22" W	68.67'
C94	60.00'	173.04'	N 23°15'13" E	119.01'
C95	60.00'	46.93'	S 51°43'18" E	45.74'
C96	60.00'	51.57'	S 04°41'29" E	50.00'
C97	60.00'	31.02'	S 34°44'44" W	30.68'
C98	273.50'	76.58'	N 12°55'28" W	76.33'
C99	273.50'	88.15'	N 30°10'45" W	87.77'
C100	273.50'	1.40'	N 39°33'35" W	1.40'
C101	232.50'	16.83'	N 38°10'06" W	16.83'
C102	232.50'	45.08'	N 30°32'25" W	45.01'
C103	232.50'	48.08'	N 19°03'42" W	47.99'
C104	232.50'	46.35'	N 07°25'37" W	46.27'
C105	232.50'	46.35'	N 03°59'39" E	46.27'
C106	232.50'	46.35'	N 15°24'55" E	46.27'
C107	232.50'	46.35'	N 26°50'11" E	46.27'
C108	232.50'	46.35'	N 38°15'26" E	46.27'
C109	232.50'	14.29'	N 45°43'45" E	14.29'
C110	232.50'	12.01'	N 70°13'31" E	12.01'
C111	232.50'	55.53'	N 76°32'52" E	55.40'
C112	232.50'	55.53'	S 87°46'00" E	55.40'
C113	232.50'	55.53'	S 74°04'52" E	55.40'
C114	232.50'	55.53'	S 60°23'45" E	55.40'
C115	232.50'	55.53'	S 46°42'37" E	55.40'
C116	232.50'	37.21'	S 35°18'58" E	37.17'
C117	232.50'	55.53'	S 23°51'19" E	55.40'
C118	902.36'	56.36'	N 64°39'12" E	56.35'
C119	326.50'	4.00'	N 17°50'24" W	4.00'
C120	326.50'	46.56'	N 13°24'13" W	46.52'
C121	326.50'	46.56'	N 05°13'57" W	46.52'
C122	326.50'	46.56'	N 02°56'19" E	46.52'
C123	326.50'	44.75'	N 10°57'02" E	44.71'
C124	326.50'	42.70'	N 18°39'51" W	42.67'
C125	326.50'	46.56'	N 25°49'53" W	46.52'
C126	326.50'	13.27'	N 30°34'53" W	13.27'
C127	60.00'	25.47'	N 87°58'02" W	25.28'
C128	60.00'	51.92'	N 51°01'03" W	50.32'
C129	60.00'	43.31'	N 09°32'47" W	42.38'
C130	60.00'	47.70'	N 37°54'34" E	46.45'
C131	60.00'	57.14'	N 87°57'53" E	55.00'
C132	60.00'	61.73'	S 35°16'51" E	59.04'
C133	60.00'	15.08'	S 01°22'53" W	15.02'
C134	273.50'	31.77'	N 54°04'58" W	31.75'
C135	273.50'	42.74'	N 62°24'39" W	42.68'
C136	273.50'	11.64'	S 23°45'14" W	11.64'
C137	273.50'	75.52'	S 14°37'26" W	75.28'
C138	326.50'	4.89'	N 07°08'34" E	4.89'
C139	326.50'	46.56'	N 11°39'28" E	46.52'
C140	326.50'	46.56'	N 19°49'45" E	46.52'
C141	326.50'	46.56'	N 28°00'01" E	46.52'
C142	326.50'	33.13'	N 34°59'35" E	33.12'
C143	243.50'	74.58'	S 29°07'34" W	74.29'
C144	243.50'	116.85'	S 08°36'16" W	115.73'
C145	243.50'	21.05'	S 09°37'12" E	21.05'
C146	20.00'	2.93'	S 16°18'01" E	2.93'
C147	20.00'	24.07'	S 54°58'57" E	22.64'
C148	60.00'	65.71'	N 58°05'10" W	62.48'
C149	60.00'	65.98'	N 04°47'29" E	62.70'
C150	60.00'	42.57'	N 56°37'16" E	41.69'

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C151	60.00'	44.72'	S 81°41'55" E	43.69'
C152	60.00'	56.67'	S 33°17'24" E	54.58'
C153	60.00'	11.08'	S 00°56'35" E	11.07'
C154	296.50'	1.62'	S 11°56'24" E	1.62'
C155	296.50'	55.43'	S 06°25'38" E	55.35'
C156	296.50'	55.43'	S 04°17'04" W	55.35'
C157	296.50'	55.43'	S 14°59'46" W	55.35'
C158	296.50'	55.43'	S 25°42'28" W	55.35'
C159	296.50'	35.38'	S 34°28'55" W	35.38'
C160	273.50'	52.20'	S 75°30'23" W	52.12'
C161	273.50'	32.07'	S 66°40'47" W	32.05'
C162	20.00'	9.47'	S 49°45'40" W	9.38'
C163	20.00'	9.54'	S 22°31'50" W	9.45'
C164	60.00'	51.04'	N 33°13'47" E	49.52'
C165	60.00'	38.05'	N 75°46'01" E	37.41'
C166	60.00'	49.58'	S 62°23'38" E	48.18'
C167	60.00'	115.51'	S 18°25'47" W	98.48'
C168	60.00'	48.36'	N 85°19'05" W	47.08'
C169	20.00'	17.54'	S 87°20'11" E	16.98'
C170	20.00'	1.47'	N 65°25'59" E	1.47'
C171	326.50'	24.03'	S 65°25'47" W	24.03'
C172	326.50'	46.56'	S 71°37'27" W	46.52'
C173	326.50'	30.00'	S 78°20'31" W	29.99'
C174	20.00'	15.42'	S 56°51'01" W	15.05'
C175	20.00'	3.59'	S 29°37'11" W	3.58'
C176	60.00'	65.91'	N 55°57'04" E	62.64'
C177	60.00'	47.22'	S 70°02'07" E	46.01'
C178	60.00'	62.61'	S 17°35'45" E	59.81'
C179	60.00'	51.92'	S 37°05'20" W	50.32'
C180	60.00'	64.95'	N 87°08'39" W	61.82'
C181	60.00'	9.96'	N 51°20'51" W	9.94'
C182	326.50'	48.55'	S 83°12'17" W	48.51'
C183	326.50'	52.70'	N 87°54'40" W	52.65'
C184	240.00'	140.14'	N 69°18'41" E	138.16'
C185	240.00'	38.11'	N 46°00'01" E	38.07'
C186	330.00'	22.02'	S 45°21'45" W	22.02'
C187	330.00'	17.39'	S 48°47'01" W	17.39'
C188	270.00'	18.88'	N 48°28'30" E	18.88'
C189	270.00'	60.22'	N 40°16'03" E	60.09'
C190	270.00'	62.62'	N 27°16'05" E	62.48'
C191	270.00'	15.93'	N 18°56'03" E	15.93'
C192	273.50'	161.99'	N 01°13'23" W	159.63'
C193	273.50'	44.05'	N 20°21'32" E	44.01'
C194	326.50'	30.03'	S 22°20'17" W	30.02'
C195	326.50'	46.56'	S 15°37'02" W	46.52'
C196	326.50'	27.46'	S 09°07'20" W	27.45'
C197	273.50'	103.57'	N 17°33'41" E	102.95'
C198	273.50'	45.30'	N 33°09'17" E	45.25'
C199	270.00'	79.82'	S 43°37'50" E	79.53'
C200	270.00'	104.39'	S 24°05'06" E	103.74'
C201	270.00'	92.94'	S 03°08'52" E	92.48'
C202	240.00'	54.09'	S 13°10'12" W	53.98'
C203	237.66'	110.01'	S 32°45'21" W	109.03'
C204	240.00'	108.59'	S 56°50'50" W	107.67'
C205	802.36'	88.03'	S 65°49'11" W	88.98'
C206	543.58'	84.73'	N 47°37'54" E	84.69'
C207	512.37'	75.24'	N 38°38'38" E	75.17'
C208	385.71'	98.52'	N 58°06'06" E	98.27'
C209	44.58'	6.86'	S 64°44'58" W	6.86'
C210	15.34'	23.35'	S 20°03'33" W	21.16'
C211	54.98'	49.07'	S 03°50'05" E	47.46'
C212	60.82'	46.42'	S 41°57'36" W	45.30'
C213	82.36'	72.85'	S 28°17'04" W	70.50'
C214	127.88'	99.73'	N 26°04'21" E	97.22'
C215	28.77'	33.71'	N 25°36'59" E	31.81'
C216	55.04'	85.80'	N 18°05'56" E	77.37'
C217	28.93'	23.58'	N 26°00'20" E	22.93'
C218	1776.96'	163.94'	N 08°19'06" E	163.88'
C219	222.10'	79.54'	N 05°53'05" E	79.12'
C220	104.00'	95.95'	N 22°06'55" E	92.58'
C221	73.38'	28.54'	N 53°07'40" E	28.35'
C222	884.62'	37.43'	N 18°05'38" E	37.43'
C223	884.62'	180.58'	N 11°02'02" E	180.27'
C224	884.62'	183.53'	N 25°15'00" E	183.20'
C225	60.00'	20.14'	S 12°48'30" E	20.05'
C226	60.00'	26.25'	S 34°57'27" E	26.04'
C227	60.00'	20.16'	S 21°34'52" E	20.07'
C228	60.00'	87.48'	S 28°48'51" W	79.93'
C229	60.00'	20.10'	S 59°55'48" E	20.00'
C230	80.00'	24.64'	N 88°42'40" E	24.48'

FILE: P:\005956 -- Lazy Oaks Ranch\005956-01-002 (SUB) -- Freeman Tract\Survey\Working\Final Plat\005956_La Cima Phase 1, Section 1_Final Plat.dwg

DATE: 08-26-16	DRAWN BY: KLC	CREW: CAF, MK
SCALE: 1"=100'	CHECKED BY: J.D.B.	FB #:
JOB #: 005956	DRAWING #: FINAL PLAT	PLAN #: 1171 REF. 2345

NO.	REVISION	BY	DATE

PLOT DATE: Dec 15,2017-11:39am

Bowman CONSULTING

Bowman Consulting Group, Ltd.
1120 S. Capital of Texas Hwy, Building 3, Suite 220, Austin, TX 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

FINAL PLAT
LA CIMA
PHASE 1, SECTION 1
JOHN WILLIAMS SURVEY, ABSTRACT 490
HAYS COUNTY, TEXAS

PLAN #: 1171

Committed Effective

318 Group LLC

January 25, 2018

Hays County Development Services
2171 Yarrington Road
San Marcos, TX 78666

Re: Fiscal Surety Posting – Roadway and Drainage Improvements
La Cima – Phase 1 Section 1
COSM Permit No. 2016-20829

To Whom It May Concern:

As of Payment Application No. 8, there remains $725,458.90 of work required to complete construction of the roadway and drainage improvements for the project. As required by the **Hays County Development Regulations, section 4.03 Performance Assurance,** the required fiscal posting is 100% of the work required to complete construction.

Based on this information, the amount of fiscal to be posted to Hays County is $725,458.90.

Thank you for your consideration of this matter and call with any questions.

Sincerely,

318 Group, LLC

James R. McCann, P.E.

Digitally signed by James R. McCann, P.E.
Location: 105 S Canyonwood Drive, Suite C3
Date: 2018.01.25 11:53:48-06'00'

Principal

PlainsCapitalBank
201 West 5th Street, Suite 1000, Austin, TX 78701
Office 512.457.7542 | Fax 877.379.1069
Email fjackel@plainscapital.com

Irrevocable Letter of Credit No. 5132

BENEFICIARY: **Hays County Judge**
111 E. San Antonio Street, Suite 300
San Marcos, TX 78666

ISSUER: **PlainsCapital Bank**
201 W. 5th Street, Suite 1000
Austin, TX 78701

CUSTOMER: **LCSM Ph. 1-1, LLC**
C/O Bryan W. Lee
303 Colorado Street, Suite 2300
Austin, TX 78701-0021

STATED AMOUNT: **$1,488,723.10**

SUBDIVISION: **La Cima, Phase 1, Section 1**
(COSM Permit No. 2016-20829)

DATE OF POSTING: **December 19, 2017**

EXPIRATION DATE: **December 19, 2018**

The ISSUER hereby establishes this Letter of Credit and shall duly honor all drafts drawn and presented in accordance with this Letter of Credit. Hay County Judge may draw on ISSUER for the account of the CUSTOMER up to the aggregate STATED AMOUNT.

This Letter of Credit is conditioned on the performance of the duties of the CUSTOMER prior to the EXPIRATION DATE to provide for the construction and completion of the street and drainage improvements in the SUBDIVISION (the "Improvements") to current Hays County Standards for Construction of Street and Drainage in Subdivisions (the "Standards") as reflected in the plans and specifications approved by Hays County, so that the Improvements are performing to the Standards upon the approval of the construction of the Improvements and the acceptance of the public Improvements by Hays County and at the end of the public Improvement construction performance period, which commences upon acceptance.

The only requirement necessary to draw on any part or all, of the total STATED AMOUNT, of this Letter of Credit is a letter from Hays County Judge indicating that Hays County considers a drawing on this Letter of Credit necessary in order to complete all or part of the Improvements to the County Standards. No further substantiation of the necessity of the draw is required by this Letter of Credit.

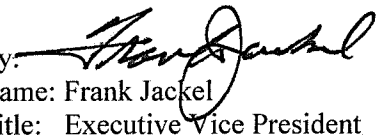
Draws must be drawn and presented by the close of business on the EXPIRATION DATE and must specify the date and number of this Letter of Credit. Drafts will be honored within five calendar days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this Letter of Credit shall be duly honored. Partial draws are permitted and this Letter of Credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by Hays County Judge. The sum of such partial draws shall on no account exceed the STATED AMOUNT of this Letter of Credit, and upon any draw or reduction letter which exhausts this Letter of Credit, the original of this Letter of Credit will be surrendered to us.

This Letter of Credit is irrevocable prior to its expiration date unless both parties consent to revocation in writing.

This Letter of Credit in not transferable. Any successor or assignee of Beneficiary will not constitute a transferee of this Letter of Credit.

The Uniform Customs and Practice for Documentary Credits (hereinafter called the "UCP") as most recently published by the International Chamber of Commerce (ICC) shall in all respects be deemed a part hereof as fully as if incorporated herein and shall apply to the Letter of Credit. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, United States of America, except to the extent such laws are inconsistent with the UCP.

PlainsCapital Bank

By: 
Name: Frank Jackel
Title: Executive Vice President

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

SUB-936; Pasternak Ranch Subdivision (1 Lot). Discussion and possible action to approve the preliminary plan.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	February 13, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
STRICKLAND	SHELL	N/A

SUMMARY

Pasternak Ranch is a proposed 1 lot subdivision located along Oakwood Loop in PCT 3. Water service will be provided by private well and wastewater service will be accomplished by individual OSSF.

TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **KY-2018-43053**

Payor:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424	Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424

Quick Ref ID:	R37199	Property:	11-6001-0000-01500-3
Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) - 100%	Legal Description:	OAKWOOD HILLS TR 7, TR PT 8, TR 9-A RESUB TR 1 14.58 AC ABS 667 GC&SF RR CO GEO#90212153
Owner Address:	2314 E HEBRON PKWY CARROLLTON, TX 75010-4424		

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	Total Payment Amount	**10.00**
	Credit Card (Ref # 168882) Tendered	10.00
	Total Tendered	**10.00**
	Remaining Balance Due, including other fees, as of 1/3/2018	**0.00**

Date Paid: 01/03/2018
Effective Date: 01/03/2018
Station/Till: laurac/Laura's Till
Cashier:

Issue Date : 1/3/2018

TAX CERTIFICATE

Luanne Caraway Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2017

Entities to which this certificate applies:

RSP - Special Road Dist
FSO - South Hays Co ESD #3
SSM - San Marcos CISD
GHA - Hays County
EWI - Wimberley ESD #7

Property Information

Property ID : 11-6001-0000-01500-3
Quick-Ref ID : R37199

OAKWOOD HILLS TR 7, TR PT 8, TR 9-A RESUB TR 1 14.58 AC ABS 667 GC&SF RR CO GEO#90212153

Value Information

Land HS	:	$0.00
Land NHS	:	$0.00
Imp HS	:	$0.00
Imp NHS	:	$0.00
Ag Mkt	:	$88,780.00
Ag Use	:	$1,360.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$1,360.00

Owner Information

Owner ID : O0215416

PASTERNAK GARY A & CAMILLE C
2314 E HEBRON PKWY
CARROLLTON, TX 75010-4424

Ownership: 100.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SSM	2017	19.24	0.00	0.00	0.00	0.00
RSP	2017	0.60	0.00	0.00	0.00	0.00
GHA	2017	5.45	0.00	0.00	0.00	0.00
FSO	2017	1.36	0.00	0.00	0.00	0.00
EWI	2017	0.82	0.00	0.00	0.00	0.00

ASSESSOR & COLL. OF TAXES, HAYS COUNTY

Total for current bills if paid by 1/31/2018 : $0.00
Total due on all bills 1/31/2018 : $0.00
2017 taxes paid for entity SSM $19.24
2017 taxes paid for entity RSP $0.60
2017 taxes paid for entity GHA $5.45
2017 taxes paid for entity FSO $1.36
2017 taxes paid for entity EWI $0.82
2017 Total Taxes Paid : $27.47
Date of Last Payment : 12/29/17

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.
This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (i) of the Texas Property Tax Code.

Laura Cullar
Signature of Authorized Officer of the Tax Office

Date of Issue	:	01/03/2018
Requestor	:	PASTERNAK GARY A & CAMILLE C
Receipt	:	KY-2018-43053
Fee Paid	:	$10.00
Payer	:	PASTERNAK GARY A & CAMILLE C

© 2003 Tyler Technologies, Inc. QuickRefID: R37199 Issue Date: 1/3/2018

REPRINTED TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2017-1044055**

Payor: PASTERNAK GARY A & CAMILLE C (O0215416)
2314 E HEBRON PKWY
CARROLLTON, TX 75010-4424

Owner: PASTERNAK GARY A & CAMILLE C (O0215416)
2314 E HEBRON PKWY
CARROLLTON, TX 75010-4424

Quick Ref ID: R37199
Owner: PASTERNAK GARY A & CAMILLE C (O0215416) - 100%
Owner Address: 2314 E HEBRON PKWY
CARROLLTON, TX 75010-4424

Property: 11-6001-0000-01500-3
Legal Description: OAKWOOD HILLS TR 7, TR PT 8, TR 9-A RESUB TR 1 14.58 AC ABS 667 GC&SF RR CO GEO#90212153

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2017					
San Marcos CISD	1,360	1.414100	19.24	19.24	19.24
Special Road Dist	1,360	0.043800	0.60	0.60	0.60
Hays County	1,360	0.401200	5.45	5.45	5.45
South Hays Co ESD	1,360	0.100000	1.36	1.36	1.36
Wimberley ESD #7	1,360	0.060100	0.82	0.82	0.82

Total Payment Amount	**27.47**
Check Payment Tendered	27.47
Total Tendered	**27.47**
Remaining Balance Due, including other fees, as of 1/3/2018	**0.00**

Date Paid: 12/29/2017
Effective Date: 12/29/2017
Station/Till: Luanne/LUANNE'S IMPORT TILL

TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **KY-2018-43054**

Payor:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424	Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424

Quick Ref ID:	R37200	Property:	11-6001-0000-01500-8
Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) - 100%	Legal Description:	OAKWOOD HILLS PT OF TR 9 (UNRECORDED), ABS 476 DAVID WILSON SURVEY, 2.9839 AC
Owner Address:	2314 E HEBRON PKWY CARROLLTON, TX 75010-4424		

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	Total Payment Amount	**10.00**
	Credit Card (Ref # 168882) Tendered	10.00
	Total Tendered	**10.00**
	Remaining Balance Due, including other fees, as of 1/3/2018	**0.00**

Date Paid: 01/03/2018
Effective Date: 01/03/2018
Station/Till: laurac/Laura's Till
Cashier:

Issue Date : 1/3/2018

TAX CERTIFICATE

Luanne Caraway Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2017

Entities to which this certificate applies:

RSP - Special Road Dist
FWI - Wimberley Fire Hays Co ESD #4
SWI - Wimberley ISD
GHA - Hays County
EWI - Wimberley ESD #7

Property Information

Property ID : 11-6001-0000-01500-8
Quick-Ref ID : R37200

OAKWOOD HILLS PT OF TR 9 (UNRECORDED), ABS 476 DAVID WILSON SURVEY, 2.9839 AC

Value Information

Land HS	:	$0.00
Land NHS	:	$0.00
Imp HS	:	$0.00
Imp NHS	:	$0.00
Ag Mkt	:	$18,170.00
Ag Use	:	$280.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$280.00

Owner Information

Owner ID : O0215416

PASTERNAK GARY A & CAMILLE C
2314 E HEBRON PKWY
CARROLLTON, TX 75010-4424

Ownership: 100.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SWI	2017	3.63	0.00	0.00	0.00	0.00
RSP	2017	0.12	0.00	0.00	0.00	0.00
GHA	2017	1.12	0.00	0.00	0.00	0.00
FWI	2017	0.11	0.00	0.00	0.00	0.00
EWI	2017	0.17	0.00	0.00	0.00	0.00

Total for current bills if paid by 1/31/2018 : $0.00
Total due on all bills 1/31/2018 : $0.00

2017 taxes paid for entity SWI $3.63
2017 taxes paid for entity RSP $0.12
2017 taxes paid for entity GHA $1.12
2017 taxes paid for entity FWI $0.11
2017 taxes paid for entity EWI $0.17

2017 Total Taxes Paid : $5.15
Date of Last Payment : 12/29/17

ASSESSOR & COLL. OF TAXES, HAYS COUNTY

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.
This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (i) of the Texas Property Tax Code.

Laura Cullen
Signature of Authorized Officer of the Tax Office

Date of Issue	:	01/03/2018
Requestor	:	PASTERNAK GARY A & CAMILLE C
Receipt	:	KY-2018-43054
Fee Paid	:	$10.00
Payer	:	PASTERNAK GARY A & CAMILLE C

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REPRINTED TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2017-1043952**

Payor: PASTERNAK GARY A & CAMILLE C (O0215416)
2314 E HEBRON PKWY
CARROLLTON, TX 75010-4424

Owner: PASTERNAK GARY A & CAMILLE C (O0215416)
2314 E HEBRON PKWY
CARROLLTON, TX 75010-4424

Quick Ref ID: R37200
Owner: PASTERNAK GARY A & CAMILLE C (O0215416) - 100%
Owner Address: 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424

Property: 11-6001-0000-01500-8
Legal Description: OAKWOOD HILLS PT OF TR 9 (UNRECORDED), ABS 476 DAVID WILSON SURVEY, 2.9839 AC

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2017					
Wimberley ISD	280	1.297700	3.63	3.63	3.63
Special Road Dist	280	0.043800	0.12	0.12	0.12
Hays County	280	0.401200	1.12	1.12	1.12
Wimberley Fire Hays	280	0.038000	0.11	0.11	0.11
Wimberley ESD #7	280	0.060100	0.17	0.17	0.17

Total Payment Amount	**5.15**
Check Payment Tendered	5.15
Total Tendered	**5.15**
Remaining Balance Due, including other fees, as of 1/3/2018	**0.00**

Date Paid: 12/29/2017
Effective Date: 12/29/2017
Station/Till: Luanne/LUANNE'S IMPORT TILL

TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **KY-2018-43055**

Payor:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424	Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424

Quick Ref ID:	R37202	Property:	11-6001-0000-01501-8
Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) - 100%	Legal Description:	OAKWOOD HILLS RESUB OF TR 7 13.9661 AC ABS 476 D WILSON GEO#90617924
Owner Address:	2314 E HEBRON PKWY CARROLLTON, TX 75010-4424		

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	Total Payment Amount	**10.00**
	Credit Card (Ref # 168882) Tendered	10.00
	Total Tendered	**10.00**
	Remaining Balance Due, including other fees, as of 1/3/2018	**0.00**

Date Paid: 01/03/2018
Effective Date: 01/03/2018
Station/Till: laurac/Laura's Till
Cashier:

Issue Date : 1/3/2018

TAX CERTIFICATE

Luanne Caraway Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2017

Entities to which this certificate applies:

RSP - Special Road Dist
FWI - Wimberley Fire Hays Co ESD #4
SWI - Wimberley ISD
GHA - Hays County
EWI - Wimberley ESD #7

Property Information

Property ID : 11-6001-0000-01501-8
Quick-Ref ID : R37202

OAKWOOD HILLS RESUB
OF TR 7 13.9661 AC ABS
476 D WILSON
GEO#90617924

Value Information

Land HS	:	$0.00
Land NHS	:	$0.00
Imp HS	:	$0.00
Imp NHS	:	$0.00
Ag Mkt	:	$111,840.00
Ag Use	:	$1,310.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$1,310.00

Owner Information

Owner ID : O0215416

PASTERNAK GARY A & CAMILLE C
2314 E HEBRON PKWY
CARROLLTON, TX 75010-4424

Ownership: 100.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SWI	2017	17.00	0.00	0.00	0.00	0.00
RSP	2017	0.57	0.00	0.00	0.00	0.00
GHA	2017	5.25	0.00	0.00	0.00	0.00
FWI	2017	0.50	0.00	0.00	0.00	0.00
EWI	2017	0.79	0.00	0.00	0.00	0.00

Total for current bills if paid by 1/31/2018 : $0.00
Total due on all bills 1/31/2018 : $0.00
2017 taxes paid for entity SWI $17.00
2017 taxes paid for entity RSP $0.57
2017 taxes paid for entity GHA $5.25
2017 taxes paid for entity FWI $0.50
2017 taxes paid for entity EWI $0.79
2017 Total Taxes Paid : $24.11
Date of Last Payment : 12/29/17

ASSESSOR & COLL. OF TAXES, HAYS COUNTY

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.
This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (i) of the Texas Property Tax Code.

Laura Cullo

Signature of Authorized Officer of the Tax Office

Date of Issue	:	01/03/2018
Requestor	:	PASTERNAK GARY A & CAMILLE C
Receipt	:	KY-2018-43055
Fee Paid	:	$10.00
Payer	:	PASTERNAK GARY A & CAMILLE C

© 2003 Tyler Technologies, Inc. QuickRefID: R37202 Issue Date: 1/3/2018

REPRINTED TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2017-1043963**

Payor: PASTERNAK GARY A & CAMILLE C (O0215416)
2314 E HEBRON PKWY
CARROLLTON, TX 75010-4424

Owner: PASTERNAK GARY A & CAMILLE C (O0215416)
2314 E HEBRON PKWY
CARROLLTON, TX 75010-4424

Quick Ref ID: R37202
Owner: PASTERNAK GARY A & CAMILLE C (O0215416) - 100%
Owner Address: 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424

Property: 11-6001-0000-01501-8
Legal Description: OAKWOOD HILLS RESUB OF TR 7 13.9661 AC ABS 476 D WILSON GEO#90617924

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2017					
Wimberley ISD	1,310	1.297700	17.00	17.00	17.00
Special Road Dist	1,310	0.043800	0.57	0.57	0.57
Hays County	1,310	0.401200	5.25	5.25	5.25
Wimberley Fire Hays	1,310	0.038000	0.50	0.50	0.50
Wimberley ESD #7	1,310	0.060100	0.79	0.79	0.79

Total Payment Amount	**24.11**
Check Payment Tendered	24.11
Total Tendered	**24.11**
Remaining Balance Due, including other fees, as of 1/3/2018	**0.00**

Date Paid: 12/29/2017
Effective Date: 12/29/2017
Station/Till: Luanne/LUANNE'S IMPORT TILL

TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **KY-2018-43057**

Payor:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424	Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424

Quick Ref ID:	R37204	Property:	11-6001-0000-01502-8
Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) - 100%	Legal Description:	OAKWOOD HILLS TR 8 RESUB 3.00 AC ABS 476 D WILSON GEO#90617925
Owner Address:	2314 E HEBRON PKWY CARROLLTON, TX 75010-4424	Situs Address:	612 OAKWOOD LOOP SAN MARCOS, TX 78666

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	Total Payment Amount	**10.00**
	Credit Card (Ref # 168882) Tendered	10.00
	Total Tendered	**10.00**
	Remaining Balance Due, including other fees, as of 1/3/2018	**0.00**

Date Paid: 01/03/2018
Effective Date: 01/03/2018
Station/Till: laurac/Laura's Till
Cashier:

Issue Date : 1/3/2018

TAX CERTIFICATE

Luanne Caraway Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2017

Entities to which this certificate applies:

RSP - Special Road Dist
FWI - Wimberley Fire Hays Co ESD #4
SWI - Wimberley ISD
GHA - Hays County
EWI - Wimberley ESD #7

Property Information

Property ID : 11-6001-0000-01502-8
Quick-Ref ID : R37204

612 OAKWOOD LOOP SAN MARCOS, TX 78666

OAKWOOD HILLS TR 8
RESUB 3.00 AC ABS 476 D
WILSON GEO#90617925

Value Information

Land HS	:	$18,270.00
Land NHS	:	$0.00
Imp HS	:	$443,970.00
Imp NHS	:	$0.00
Ag Mkt	:	$0.00
Ag Use	:	$0.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$462,240.00

Owner Information

Owner ID : O0215416

PASTERNAK GARY A & CAMILLE C
2314 E HEBRON PKWY
CARROLLTON, TX 75010-4424

Ownership: 100.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SWI	2017	5,998.49	0.00	0.00	0.00	0.00
RSP	2017	202.46	0.00	0.00	0.00	0.00
GHA	2017	1,854.51	0.00	0.00	0.00	0.00
FWI	2017	175.65	0.00	0.00	0.00	0.00
EWI	2017	277.81	0.00	0.00	0.00	0.00

ASSESSOR & COLL. OF TAXES, HAYS COUNTY

Total for current bills if paid by 1/31/2018 : $0.00
Total due on all bills 1/31/2018 : $0.00
2017 taxes paid for entity SWI $5,998.49
2017 taxes paid for entity RSP $202.46
2017 taxes paid for entity GHA $1,854.51
2017 taxes paid for entity FWI $175.65
2017 taxes paid for entity EWI $277.81
2017 Total Taxes Paid : $8,508.92
Date of Last Payment : 12/29/17

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.
This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (i) of the Texas Property Tax Code.

Laura Cullen
Signature of Authorized Officer of the Tax Office

Date of Issue	:	01/03/2018
Requestor	:	PASTERNAK GARY A & CAMILLE C
Receipt	:	KY-2018-43057
Fee Paid	:	$10.00
Payer	:	PASTERNAK GARY A & CAMILLE C

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REPRINTED TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2017-1044036**

Payor:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424	Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424

Quick Ref ID:	R37204	Property:	11-6001-0000-01502-8
Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) - 100%	Legal Description:	OAKWOOD HILLS TR 8 RESUB 3.00 AC ABS 476 D WILSON GEO#90617925
Owner Address:	2314 E HEBRON PKWY CARROLLTON, TX 75010-4424	Situs Address:	612 OAKWOOD LOOP SAN MARCOS, TX 78666

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2017					
Wimberley ISD	462,240	1.297700	5,998.49	5,998.49	5,998.49
Special Road Dist	462,240	0.043800	202.46	202.46	202.46
Hays County	462,240	0.401200	1,854.51	1,854.51	1,854.51
Wimberley Fire Hays	462,240	0.038000	175.65	175.65	175.65
Wimberley ESD #7	462,240	0.060100	277.81	277.81	277.81

Total Payment Amount	**8,508.92**
Check Payment Tendered	8,508.92
Total Tendered	**8,508.92**
Remaining Balance Due, including other fees, as of 1/3/2018	**0.00**

Date Paid:	12/29/2017
Effective Date:	12/29/2017
Station/Till:	Luanne/LUANNE'S IMPORT TILL

TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **KY-2018-43058**

Payor:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424	Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424

Quick Ref ID:	R37205	Property:	11-6001-0000-01503-8
Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) - 100%	Legal Description:	OAKWOOD HILLS TR PT OF 8 RESUB OF TR 1 16.38 AC ABS 476 D WILSON
Owner Address:	2314 E HEBRON PKWY CARROLLTON, TX 75010-4424		

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	Total Payment Amount	**10.00**
	Credit Card (Ref # 168882) Tendered	10.00
	Total Tendered	**10.00**
	Remaining Balance Due, including other fees, as of 1/3/2018	**0.00**

Date Paid: 01/03/2018
Effective Date: 01/03/2018
Station/Till: laurac/Laura's Till
Cashier:

Issue Date : 1/3/2018

TAX CERTIFICATE

Luanne Caraway Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2017

Entities to which this certificate applies:

RSP - Special Road Dist
FWI - Wimberley Fire Hays Co ESD #4
SWI - Wimberley ISD
GHA - Hays County
EWI - Wimberley ESD #7

Property Information

Property ID : 11-6001-0000-01503-8
Quick-Ref ID : R37205

OAKWOOD HILLS TR PT OF 8 RESUB OF TR 1 16.38 AC ABS 476 D WILSON

Value Information

Land HS	:	$0.00
Land NHS	:	$0.00
Imp HS	:	$0.00
Imp NHS	:	$0.00
Ag Mkt	:	$99,740.00
Ag Use	:	$1,530.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$1,530.00

Owner Information

Owner ID : O0215416

PASTERNAK GARY A & CAMILLE C
2314 E HEBRON PKWY
CARROLLTON, TX 75010-4424

Ownership: 100.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SWI	2017	19.86	0.00	0.00	0.00	0.00
RSP	2017	0.67	0.00	0.00	0.00	0.00
GHA	2017	6.14	0.00	0.00	0.00	0.00
FWI	2017	0.58	0.00	0.00	0.00	0.00
EWI	2017	0.92	0.00	0.00	0.00	0.00

ASSESSOR & COLL. OF TAXES, HAYS COUNTY

Total for current bills if paid by 1/31/2018 : $0.00
Total due on all bills 1/31/2018 : $0.00
2017 taxes paid for entity SWI $19.86
2017 taxes paid for entity RSP $0.67
2017 taxes paid for entity GHA $6.14
2017 taxes paid for entity FWI $0.58
2017 taxes paid for entity EWI $0.92
2017 Total Taxes Paid : $28.17
Date of Last Payment : 12/29/17

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.
This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (i) of the Texas Property Tax Code.

Laura Callo
Signature of Authorized Officer of the Tax Office

Date of Issue	:	01/03/2018
Requestor	:	PASTERNAK GARY A & CAMILLE C
Receipt	:	KY-2018-43058
Fee Paid	:	$10.00
Payer	:	PASTERNAK GARY A & CAMILLE C

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REPRINTED TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2017-1044046**

Payor:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424	Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424

Quick Ref ID:	R37205	Property:	11-6001-0000-01503-8
Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) - 100%	Legal Description:	OAKWOOD HILLS TR PT OF 8 RESUB OF TR 1 16.38 AC ABS 476 D WILSON
Owner Address:	2314 E HEBRON PKWY CARROLLTON, TX 75010-4424		

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2017					
Wimberley ISD	1,530	1.297700	19.86	19.86	19.86
Special Road Dist	1,530	0.043800	0.67	0.67	0.67
Hays County	1,530	0.401200	6.14	6.14	6.14
Wimberley Fire Hays	1,530	0.038000	0.58	0.58	0.58
Wimberley ESD #7	1,530	0.060100	0.92	0.92	0.92

Total Payment Amount	**28.17**
Check Payment Tendered	28.17
Total Tendered	**28.17**
Remaining Balance Due, including other fees, as of 1/3/2018	**0.00**

Date Paid: 12/29/2017
Effective Date: 12/29/2017
Station/Till: Luanne/LUANNE'S IMPORT TILL

PASTERNAK RANCH
FINAL PLAT
5.006 ACRES OF LAND, LOCATED IN THE DAVID WILSON SURVEY, ABSTRACT NO. 476, AND G.C. & S.F. RAILWAY CO. SURVEY, ABSTRACT NO. 667, HAYS COUNTY, TEXAS

THE STATE OF TEXAS)(
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____)(

THAT GARY PASTERNAK AND CAMILLE PASTERNAK, OWNER OF 5.006 ACRES OF LAND, LOCATED IN THE DAVIS WILSON SURVEY, ABSTRACT NO. 476, AND G.C. & S.F. RAILWAY CO. SURVEY, ABSTRACT NO. 667, HAYS COUNTY, TEXAS, AS SHOWN BY THE DEED OF TRUST IN DOCUMENT NUMBER 2016-16014267, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 5.006 ACRES OF LAND TO BE KNOWN AS "PASTERNAK RANCH", IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND WE DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND PUBLIC EASEMENTS SHOWN HEREON.

BY: _____ BY: _____
GARY PASTERNAK CAMILLE PASTERNAK

2314 EAST HEBRON PARKWAY
CARROLLTON, TEXAS 75010

COUNTY OF _____
STATE OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__, BY _____, INC.

_____
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER _____
MY COMMISSION EXPIRES: _____
COUNTY OF _____
STATE OF TEXAS

COUNTY OF _____
STATE OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__, BY _____, INC.

_____
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER _____
MY COMMISSION EXPIRES: _____
COUNTY OF _____
STATE OF TEXAS

THE STATE OF TEXAS)(
COUNTY OF BEXAR)(

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

ENGINEERED BY: _____
HARRISON M. HUDSON,, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 109973
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350,
SAN ANTONIO, TEXAS 78216

THIS TRACT IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA INUNDATED BY 100-YEAR FLOOD AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD RATE MAP (FIRM) FOR HAYS COUNTY, TEXAS, AND INCORPORATED AREAS, MAP 48091C 0140F DATED SEPTEMBER 02, 2009.

_____
HARRISON M. HUDSON, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 109973
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350,
SAN ANTONIO, TEXAS 78216

I, JOHN G. MOSIER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

WITNESS MY HAND THIS THE _____ DAY OF _____, 20__.

_____
JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330 - STATE OF TEXAS
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166

STATE OF TEXAS)(
COUNTY OF HAYS)(

I, LIZ GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, A.D. 2018, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 2018.

_____
ALBERT "BERT" COBB, M.D.
COUNTY JUDGE
HAYS COUNTY, TEXAS

_____
LIZ GONZALEZ
COUNTY CLERK
HAYS COUNTY, TEXAS

PLAT INFORMATION:
TOTAL ACRES: 5.006
TOTAL NUMBER OF LOTS:1
NUMBER OF BLOCK: 0
NUMBER OF LANDSCAPE, OPEN SPACE, DRAINAGE, AND UTILITY EASEMENTS: 0
NUMBER OF PARKS: 0
NUMBER OF RESIDENTIAL LOTS: 0
NUMBER OF LOTS OVER 10 ACRES: 0
NUMBER OF LOTS BETWEEN 5 AND 10 ACRES: 1
NUMBER OF LOTS BETWEEN 2 AND 5 ACRES: 0
NUMBER OF LOTS BETWEEN 1 AND 2 ACRES: 0
NUMBER OF LOTS LESS THAN 1 ACRE: 0

GENERAL NOTES:

1. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE PEDERNALES ELECTRIC COOPERATIVE, INC. WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE.

2. THE OWNER SHALL BE RESPONSIBLE FOR ANY INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTERLINE OF THE OVERHEAD ELECTRIC FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. PEDERNALES ELECTRIC COOPERATIVE, INC. WORK SHALL BE INCLUDED WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.

3. PROPERTY OWNER SHALL BE RESPONSIBLE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.

4. A TEN FOOT (10') PUBLIC UTILITY EASEMENT (P.U.E.) IS DEDICATED ADJACENT TO ALL PUBLIC RIGHT-OF-WAY.

5. NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC ROADWAY UNLESS a) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED AND b) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENTS FOR DRIVEWAYS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, OR c) A PERMIT FOR USE OF THE TXDOT ROADWAY RIGHT OF WAY HAS BEEN ISSUED.

6. PASTERNAK RANCH IS LOCATED WITHIN BOTH THE WIMBERLEY CONSOLIDATED ISD AND THE SAN MARCOS CONSOLIDATED ISD AND ESD #4 AND 7.

7. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.

8. MAIL BOXES PLACE WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.

9. THE TOTAL NUMBER OF LOTS IS 1 LOT, THE AVERAGE SIZE OF LOTS IS 5 ACRES, AND THERE IS ONE LOT IN THE FOLLOWING SIZE CATEGORY: LARGER THAN 5.0 ACRES AND SMALLER THAN 10 ACRES.

10. PASTERNAK RANCH IS ENCUMBERED BY AN OVER AND ACROSS UTILITY EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. ON SEPTEMBER 19, 2017 AND RECORDED IN DOCUMENT NUMBER 1703557, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY.

11. THE BEARINGS, DISTANCES, AREA, AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4203-NAD'83)(NAVD' 88), THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. THE GRID TO SURFACE SCALE FACTOR IS 1.00000444.

HAYS COUNTY DEVELOPMENT SERVICES APPROVAL BLOCK:

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

_____ _____ _____ _____ _____
ROXIE MCINNIS, DIVISION MANAGER DATE TOM POPE, R.S. C.F.M. DATE
HAYS COUNTY DEVELOPMENT SERVICES HAYS COUNTY FLOODPLAIN ADMINISTRATOR

STATE OF TEXAS)(
COUNTY OF HAYS)(

I, LIZ GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20___, AT __ O'CLOCK __.M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN DOCUMENT NUMBER_____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20___.

_____
LIZ GONZALEZ,
HAYS COUNTY CLERK

PASTERNAK RANCH
FINAL PLAT
5.006 ACRES OF LAND, LOCATED IN THE DAVID WILSON SURVEY, ABSTRACT NO. 476, AND G.C. & S.F. RAILWAY CO. SURVEY, ABSTRACT NO. 667, HAYS COUNTY, TEXAS

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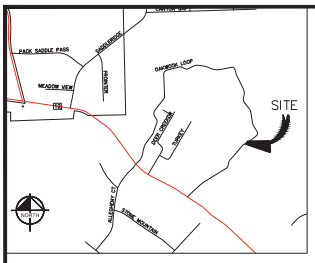
Kimley»Horn
601 NW Loop 410, Suite 350
San Antonio, Texas 78216 FIRM # 10193973
Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MAV	JGM	10/13/2017	069262101	1 OF 2

DWG NAME: \\SNAPFP01\DATA\PROJECTS\NA_SURVEY\069262101-ROUGHHOUSE-BREWERY-HAYS\DWG\KIMLEY-HORN-PLAT\ROUGHHOUSE-BREWERY-PLAT.DWG PLOTTED BY: MOSIER, GREG 1/29/2018 6:32 PM LAST SAVED:1/29/2018 6:32 PM

PASTERNAK RANCH
FINAL PLAT
5.006 ACRES OF LAND, LOCATED IN THE DAVID WILSON SURVEY, ABSTRACT NO. 476, AND G.C. & S.F. RAILWAY CO. SURVEY, ABSTRACT NO. 667, HAYS COUNTY, TEXAS



LOCATION MAP
NOT TO SCALE

BENCHMARK:

TBM# 131 – COTTON SPINDLE ON THE EDGE OF ASPHALT LOCATED 63.99' FROM THE WESTERLY CORNER OF THAT CERTAIN 50.91 ACRE TRACT AND 30.73' FROM A METAL SIGN AT THE ROAD ENTRANCE.
N=13889192.15
E=2264976.11
ELEVATION =1022.11 FEET (AS SHOWN)

BM# 129 – COTTON SPINDLE ON THE EDGE OF ASPHALT LOCATED 119.53' FROM THE NORTHWESTERLY CORNER OF THAT CERTAIN 50.91 ACRE TRACT AND 53.14' FROM A POWER POLE.
N=13889368.64
E=2265199.99
ELEVATION =1032.77 FEET (AS SHOWN)

VERTICAL DATUM NAVD 1988
HORIZONTAL DATUM TEXAS STATE PLANE COORDINATE SYSTEM NAD 1983 TEXAS SOUTH CENTRAL ZONE

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200
1" = 100'

MOORE MELISSA
DOC.NO. 13041368

JACOBS JESS DWAYNE AND
DEBORAH ANN & JACOBS DUSTIN M
DOC.NO. 17007610

YOLANDA CHAPA
CALLED 20.0965 ACRES
VOL. 3481, PG. 785

TBM#129
N:13889368.64
E:2265199.99

DKD LINE IS CENTERLINE OF ACCESS EASEMENT

1/2" IRF

N88°39'45"E 1680.16'
816.47'
863.69'
IRSC
COTTON SPINDLE FOUND

N54°58'48"E
117.85'

10' PUBLIC UTILITY EASEMENT

OAKWOOD LOOP
(60' ROADWAY AND UTILITY EASEMENT)
(VOL. 333, PG. 213 OPRHC)

N54°58'48"E 280.63'
IRSC

Δ=205°19'11"
R=65.00'
L=232.93'
CB=N70°14'58"W
C=126.84'

LOT 1
5.006 ACRES
218,082 SQ. FT.

PORTION OF CALLED 50.91 ACRES
GARY & CAMILLE PASTERNAK
DOC# 2016-16014266

50' SENSITIVE GEOLOGIC FEATURE BUFFER
"NO REGULATED ACTIVITIES, SUCH AS CONSTRUCTION OR SOIL DISTURBANCE, WILL TAKE PLACE IN THE SENSITIVE GEOLOGIC FEATURE BUFFER"

S1°29'13"E 418.49'

TBM# 131
N:13889192.15
E:2264976.11

N54°49'53"E 178.39'

162.78'

392.81'

REMAINDER OF CALLED
50.91 ACRES
GARY & CAMILLE
PASTERNAK
DOC# 2016-16014266

REMAINDER OF CALLED
50.91 ACRES
GARY & CAMILLE
PASTERNAK
DOC# 2016-16014266

WOOD DALE & LORA
DOC.NO. 13036648

CALLED 60' NON-EXCLUSIVE ROADWAY & UTILITY EASEMENT
VOL. 333, PG. 213
VOL. 333, PG. 213

N70°14'51"W 981.37'

461.72'

IRSC

G.C. & S.F. RAILWAY CO. SURVEY ABSTRACT NO. 667

DAVID WILSON SURVEY ABSTRACT NO. 476

1/2" IRF

KEITH
CALLED 10.01 ACRES
VOL. 3049, PG. 695

N19°33'51"E 628.89'

1/2" IRF

LEGEND

O.P.R.H.T.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.R.H.C.T	PLAT RECORDS HAYS COUNTY, TEXAS
R.O.W.	RIGHT OF WAY
●	1/2" IRON ROD FOUND WITH CAP UNLESS OTHER WISE NOTED
○	1/2" IRON ROD W/ "KHA" CAP SET
	BENCHMARKS
(X)	BLOCK DESIGNATION
IRFC	IRON ROD FOUND WITH CAP
	CONCRETE MONUMENT FOUND

NOTE:
COORDINATES SHOWN ARE TEXAS STATE PLANE COORDINATES SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (GRID)

PASTERNAK RANCH
FINAL PLAT
5.006 ACRES OF LAND, LOCATED IN THE DAVID WILSON SURVEY, ABSTRACT NO. 476, AND G.C. & S.F. RAILWAY CO. SURVEY, ABSTRACT NO. 667, HAYS COUNTY, TEXAS

Kimley»Horn
601 NW Loop 410, Suite 350
San Antonio, Texas 78216 FIRM # 10193973
Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MAV	JGM	10/13/2017	069262101	2 OF 2

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DWG NAME: \\SNAFP01\DATA\PROJECTS\SNA_SURVEY\069262101-ROUGHHOUSE-BREWERY-HAYS\DWG\KIMLEY-HORN-PLAT\ROUGHHOUSE-BREWERY-PLAT.DWG PLOTTED BY: MOSIER, GREG 1/29/2018 6:32 PM LAST SAVED 1/29/2018 6:32 PM

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 District Attorney's Office to hire the Victims Assistance Coordinator, slot 0505-006 at 5.33 percentile of the salary range effective February 26, 2018.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 13, 2018	$645

LINE ITEM NUMBER

001-607-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Wes Mau	INGALSBE	N/A

SUMMARY

The District Attorney is seeking Court approval to hire the Victims Assistance Coordinator at a base salary of $35,000. The potential candidate has 12 years of experience in criminal justice, including over two years of recent experience as a Victim Assistance Coordinator in Hidalgo County. She is bilingual and a licensed peace officer. This position was approved during the FY18 budget process but has been difficult to fill due to a lack of qualified candidates, particularly bilingual applicants.

Salary savings have been identified due to attrition within the DA's operating budget to fund this request.

Financial Impact:
Base Salary Increase: $ 909
Fringe: $ 187
Total: $1,096 (annualized)
$ 645 (FY18 impact approx. 7 months)

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the execution of a construction agreement with Armatino Contracting for renovations to the Development Services building and authorize the Executive Director of Countywide Operations to execute change orders, not to exceed $1,160.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 13, 2018	$22,840

LINE ITEM NUMBER

121-752-00.5741

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza	INGALSBE	N/A

SUMMARY

The Development Services Department is in need of modifications to their current office space for the GIS division. In addition to these changes, the department would also like to enclose two cubicle spaces for dedicated office spaces. These offices would be used to house the Environmental Health Specialist II. Funds for this project ($24k) were approved during the FY'18 budget process.

AGREEMENT FOR CONSTRUCTION SERVICES

The Agreement ("Agreement") between Hays County, a political subdivision of the State of Texas ("Owner") and Armatino Contracting ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1. SCOPE OF WORK: The Owner desires to retain Contactor to provide the construction services described herein. The Contractor shall have overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

Renovations to the Development Services GIS office space and 2 cubicle spaces located at 2171 Yarrington Road, San Marcos, Texas 78666, such renovation is to include the addition of internal walls, electrical fixtures and outlets, doors and doorways, rerouting of HVAC (as needed), and completion of finishes such as taping, floating, texturing, and painting.

ARTICLE 2. CONTRACT PRICE: Owner agrees to pay the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of twenty-two thousand, eight hundred forty dollars and zero cents ($22,840.00 USD) in accordance with the terms and conditions of this Agreement.

Renovations to GIS office space- $14,700.00 USD

Renovations to two cubicle spaces- $8,140.00 USD

ARTICLE 3. PLANS AND SPECIFICATIONS: The Parties agree that the work need not be performed pursuant to and in accordance with architecturally-drawn plans and specifications. The Parties further agree that they have discussed and identified the scope of the renovation enough to provide Contractor with sufficient scope and direction.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4. SUBSTANTIAL COMPLETION AND FINAL COMPENSATION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration

are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities

having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative and request a determination as to whether the Work or designated portion thereof is substantially complete. If the Owner does not consider the Work substantially complete, the Owner will notify the Contract giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactory completing items identified by Owner, the Contractor shall then submit another request for the Owner to determine Substantial Completion. If Owner considers the Work substantially complete, Owner will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion Date: March 26, 2018.

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement.

4.3 Completion. The Work shall be substantially completed on or before March 26, 2018; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **ONE HUNDRED DOLLARS per day ($100/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of the contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5. PAYMENT

5.1 Contractor shall have a duty to submit to the Owner by the end of each month a statement showing the total value of the Work performed during each month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a Not-to-Exceed, a lump sum or a unit item,

which in the opinion of the Owner is acceptable. The Owner shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the Owner and an approved statement is submitted to the Hays County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

5.2 At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage, if any, to the Owner for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, and affidavit that all payrolls, bill for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor expect those specifically identified in writing and submitted to the Owner prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

5.3 Reimbursable Expenses. Reimbursable Expenses include actual out-of-pocket reasonable expenditures made by Contractor and its employees and consultants incurred solely and directly in connection with the Work for items that are categorically pre-approved by Owner's Designated Representative. Contractor shall submit receipts for all reimbursable expenses along with any reimbursement request. Owner shall not pay a mark-up on any reimbursable expenses.

5.4 Contract Savings. Contractor is encouraged to cooperate with Owner to achieve Project cost savings, resulting in a total construction cost less than the Contract Price cited in Article 2. At the time Contractor applies for Final Payment, the Auditor shall calculate whether, considering all costs of construction, including but not limited to payments made under this Article 5 and reimbursable expense payments made, if any, Contractor has delivered the Project for a total construction cost less than the Contract Price cited in Article 2. If, in the sole opinion of the Hays County Auditor, savings may be identified, then Owner shall retain seventy-five percent (75%) of

those savings and shall pay twenty-five percent (25%) of those savings to Contractor as a contract savings incentive. Such payment shall be added to the Final Payment made by Owner.

ARTICLE 6. CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contract agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures. Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of any approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.2 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.3 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this Agreement. Owner and Contractor agree and declare that Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner:

6.4 As part of Contractor's obligations to coordinate the Work, Contractor shall:

a. cooperate with the Owner and endeavor to further the interests of the Owner and the Work;
b. provide an on-site superintendent for the duration of the Work and at all times Work is being performed;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;

d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings and/or other work plans as they are developed by the Owner and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. advise Owner of any tests that should be performed;
g. organize and maintain a competent work force at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
h. attend Owner's regularly scheduled Work progress meetings and fully advise the Owner of the Work status including schedule, costs, quality and changes;
i. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law;
j. coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.5 Contractor shall identify every subcontractor it intends to use for the Work to the Owner's Designated Representative at least five (5) days before subcontractor commences Work. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor within said five (5) days, such subcontractor may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.6 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.7 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.8 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.12 Contractor shall provide warranty services for the Work for a full **12 months** (24 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Owner may request that Contractor attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7. OWNER'S RESPONSIBILITES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates (if any) and completion of the Work;
b. identify a person as its Owner's Designated Representative ("ODR") who is authorized to act on the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decision on behalf of the Owner to the extent allowed by Texas law. The initial ODR is identified under Owner's signature, below;
c. at Owner's cost, will secure the services of existing facility surveys, testing and balancing, or other special consultants to develop such additional information as may be necessary for a design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets for Work to be performed.

ARTICLE 8. INSURANCE AND INDEMINTY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

The furnishings of evidence of insurance coverage must be tendered prior to the execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term in the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the

Contractor does not remedy the breach within then (10) days after receipt of notice of breach from the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner:

Automobile Liability:

Intentionally Deleted

General Liability (Including Contractual Liability):

Bodily Injury	$1,000,000.00
Property Damage	$100,000.00

Excess Liability:

Umbrella Form *Not Required*

Labor Liability:

Worker's Compensation - Meeting Statutory Requirements, if Contractor's performance of Work utilizes employees that would warrant Worker's Compensation coverage, pursuant to Section 8.1.4, below.

Builder's Risk Insurance

Not Required.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable:

a. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by Hays County for liability arising out of operations under the Agreement with Hays County."

c. "Hays County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or is not applicable to the workers' compensation policy.

d. "The workers' compensation will provide a waiver of subrogation in favor of Hays County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

8.1.5 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder. Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.6 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2. INDEMNITY.

8.2.1 INDEMNIFICATION – EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVE, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OR ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER

ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNITEES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFITS ACTS.

8.2.2 INDEMNIFICATION – OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PARTY BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Hays County, or of the various departments comprising Hays County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9. BONDS

Intentionally Deleted.

ARTICLE 10. TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11. MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251 .025.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be

binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Hays County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreementshall impair or constitute a waiver of any such right or power. A waiver by either party of any covenantor condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neithermore strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

11.9 Audits. Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity underthe laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas Jaw, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker'sCompensation laws, minim um and maxim um salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance withsaid laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. §151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.,* as amended (the "Public Information Act"), the same shallbe of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers andemployees may request advice, decisions and opinions of the Attorney General of the State of Texas inregard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers andemployees shall have the right to rely on the advice, decisions and opinions of the Attorney General, andthat Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosureto the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault ornegligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee orapplicant for employment because of race, color, religion, sex, or national origin. The parties to thisAgreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation; and section for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event resulting in the injury of any person or damage to any property, Contractor shall send a written report of such accident/event to the ODR, setting forth a full statement of the facts pertaining thereto. The Contractor shall also provide the ODR with notice of any legal claim, whether formal or informal, against Contractor or any subcontractor performing work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, 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 employeesor agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonableadministrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Exemption from Bidding. In the event that modification of the Work to be performed under this Agreement causes Contractor's not-to-exceed price to exceed fifty thousand dollars ($50,000.00 USD), the Hays County Commissioners Court, by authorizing execution of this Agreement, grants an exemption from the requirements of §262.023 of the Texas Local Government Code (TLGC), as provided by TLGC §262.024(a)(4).

11.23 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPTPURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

Hays County, Texas
a political subdivision of the State of Texas

By _____
Commissioner Debbie Ingalsbe
On Behalf of Hays County

ATTEST:

_____
Liz Q. Gonzalez, Hays County Clerk

CONTRACTOR:

Armatino Contracting

2204 Amy Lynn Ln.
Cedar Park, TX 78613

254-371-4127

By _____
Name: Mike Armatino
Title: Owner

PARTY REPRESENTATIVES:

Owner's Designated Representative ("ODR")

Name: Othon Aguirre

Title: Facility & Maintenance Lead

Address: 712 S. Stagecoach Trail, STE 1204
San Marcos, TX 78666

Telephone: 512-969-0848

Email: othon.aguirre@co.hays.tx.us

Contractor's Designated Representative

Name: Mike Armatino

Title: Owner

Address: 2204 Amy Lynn Ln.
Cedar Park, TX 78613

Telephone: 254-371-4127

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 purchase of a card reader system and security system (including 4 cameras and DVR) for Countywide Operations and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 13, 2018	NTE $8,000

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza	INGALSBE	N/A

SUMMARY

To supplement the card reader system and security system at the Hays County Government Center.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange or value of Right of Way along proposed FM110 in Pct. 1. Possible action to follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	February 13, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Kennedy	INGALSBE	N/A

SUMMARY

Summary to be provided in Executive Session.