Commissioners Court – MAY 12, 2026
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 MAY 12, 2026**,** in the Hays County Courthouse, 111 East San Antonio Street, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

A. **CALL TO ORDER**

B. **INVOCATION**

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

D. **ROLL CALL**

E. **PUBLIC COMMENTS**

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

F. **PRESENTATIONS & PROCLAMATIONS**

1. Adopt a Proclamation recognizing Outstanding Awardees by the Hays County Child Protective Board. **INGALSBE**
2. Adopt a Proclamation recognizing May 10th - 16th, 2026, as Police Week and May 13th, 2026, as Peace Officers Memorial Day. **INGALSBE/HIPOLITO**
3. Adopt a Proclamation recognizing May 16th - 22nd as Search and Rescue Week in Hays County. **BECERRA/M.JONES**
4. Adopt a Proclamation Recognizing May 13, 2026, as World Facilities Management Day. **INGALSBE/CRUMLEY**
5. Adopt a Proclamation Recognizing May 6th - 12th, 2026 as National Nurses Week in Hays County. **COHEN/HAMMER/GONZALES**
6. Adopt a Proclamation recognizing May as Older Americans Month. **INGALSBE/BOUTTE**
7. Update from the The Meadows Center for Water and the Environment and the Watershed Association regarding the Blanco Cypress Watershed Protection Plan. **HAMMER/FLOCKE**
8. Update from staff regarding the FY27 Budget and Strategic Plan. **BECERRA/WOODLAND/BOUTTE**

G.

CONSENT ITEMS

The following may be acted upon in one motion.

A Commissioner, the County Judge, or a Citizen may request items be pulled for separate discussion and/or action.

1. Approve payments of County invoices. **VILLARREAL-ALONZO**

2. Approve the payment of Juror disbursements. **TENORIO**

3. Approve the payment of United Healthcare and Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $500,000.00 to the healthcare claims account. **VILLARREAL-ALONZO**

4. Accept the delivery of the County Auditor's Monthly Report for March 2026 pursuant to Texas Local Government Code, Chapter 114.023 and 114.025. **VILLARREAL-ALONZO**

5. Accept the delivery of the Auditor's Office Quarterly Internal Examination Reports. **VILLARREAL-ALONZO**

6. Approve the payment of the May 15, 2026 payroll disbursements in an amount not to exceed $4,600,000.00 effective May 15, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/VILLARREAL-ALONZO**

7. Approve the payment of the May 29, 2026 payroll disbursements in an amount not to exceed $5,800,000.00 effective May 29, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/VILLARREAL-ALONZO**

8. Approve the March 2026 Treasurer's Report. **BECERRA/TENORIO**

9. Approve Utility Permits. **SMITH/HAMMER/A.JONES**

10. Approve Commissioners Court Minutes for April 14, 2026. **BECERRA/CARDENAS**

11. Authorize the Human Resource Department to change Fair Labor Standards Act (FLSA) classification for identified positions effective May 16, 2026. **INGALSBE/GRANJENO**

12. Approve out of state travel for Veterans Service Officers Jude Prather and Ryan McGoldrick to attend the 2026 National Association of County Veterans Service Officers Annual Conference in Reno, Nevada from May 31st - June 5th in an amount not to exceed $5,000.00. **HAMMER/PRATHER**

13. Accept donations totaling $30,000.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly. **INGALSBE**

14. Authorize the Veteran's Services Office to accept a $2,000.00 donation from San Marcos Lions Club for Hope 4 Hays and amend the budget accordingly. **INGALSBE/PRATHER**

15. Authorize the County Judge to support Centro Cultural Hispano de San Marcos in an amount of $400.00 in support of community activities. **BECERRA**

16. Authorize the execution of a corrected Chapter 381 Economic Development Incentive Agreement related to Project San Antonio between Hays County and H-E-B, LP. **SMITH**

17. Approve and confirm the appointment of Leticia Solis and Martin A. Espinoza as regular full-time Deputies in the Hays County Constable's Precinct 1 Office, effective date May 12, 2026. **INGALSBE/PETERSON**

18. Authorize the Office of Emergency Services to transfer funds in the amount of $6,124.00 to Law Enforcement Supplies **BECERRA/M.JONES**

19. Authorize credit card payment for purchases made in support of a community request from the City of Dripping Springs for the Hays County Judge’s Office / Hays County Emergency Management to participate in the City’s Trail of Lights (Western Wonderland) event. **BECERRA**

20. Authorize payment in the amount of $1,548.37 to Lonestar Battery LLC for batteries that were purchased, where no purchase order was obtained per the purchasing policy. **INGALSBE/CRUMLEY**

21. Authorize Facilities and Resource Management to purchase a new refrigerator for the Hays County Administrative Office break room located at 1901 Dutton Dr., Suite E in San Marcos in the amount of $969.00 and amend the budget accordingly. **HAMMER/CRUMLEY**

22. Authorize Facilities and Resource Management to have Security One Inc. install a security system at the Hays County Administrative Office located at 1901 Dutton Dr., Suite E in San Marcos, and authorize the execution of the monitoring agreement in the amount of $997.95 and amend the budget accordingly. **HAMMER/CRUMLEY**

23. Authorize Facilities and Resource Management to have Security One, Inc. install security cameras in the Hays County Administrative Office located at 1901 Dutton Dr., Suite E in San Marcos, in the amount of $3,221.10 and amend the budget accordingly. **HAMMER/CRUMLEY**

24. Authorize the Juvenile Probation Office to purchase six folding conference tables from Amazon, in the amount of $1,908.95 and amend the budget accordingly. **BECERRA/DAY/HUNT**

25. Authorize Justice of the Peace Pct. 4 Office to purchase one new Dell Pro Micro Plus Desktop in the amount of $1,290.56 utilizing the Justice Court Technology Fund and amend the budget accordingly. **SMITH**

26. Approve the transfer of a 2022 Harley Davidson Motorcycle from the Hays County Constable Precinct 4 Office to the Hays County Constable Precinct 5 Office. **SMITH/HUNT**

27. Authorize the execution of Addendum Number One to Service Order No. 1 for remote monitoring services for the countywide copiers leased with Ricoh USA, Inc, effective April 1, 2026. **BECERRA/HUNT**

28. Authorize the acceptance of the grant award from the Department of State Health Services, Public Health Infrastructure Grant, Electronic Data Exchange grant program in the amount of $20,000.00 and amend the budget accordingly. **COHEN/BOUTTE/GONZALES**

29. Authorize the acceptance of Amendment No. 3 to the Department of State Health Services, Immunization/Locals Grant Program, in the amount of $192,341.00. **INGALSBE/BOUTTE/GONZALES**

30. Authorize the execution of a Service Contract between Hays County and Hill Country Rescue and Recovery in the amount of $5,000.00 for Pet Chip Scanning Services across Hays County and authorize a waiver to the purchasing policy for obtaining three quotes. **HAMMER/GONZALES**

31. Authorize the execution of a Second Amendment to the Contract for Mental Health Services between Hays County and Axis of Mental Healthcare, PLLC and a First Amendment to the Memorandum of Understanding between Hays County and Axis of Mental Healthcare, PLLC related to the Hays County Assisted Outpatient Treatment (AOT) Program, effective March 1, 2026. **BECERRA/BROWN**

32. Authorize the execution of a General and No Litigation Certificate of Hays County related to the issuance of bonds by Capital Area Housing Finance Corporation for Redwood Apartments in Hays County, San Marcos, Texas. **INGALSBE**

33. Authorize the Hays County Judge to execute an amendment to the Funding Agreement executed on or about August 19, 2024, between Hays County, Texas: Wimberley Youth Sports Association, and Wimberley Independent School District, for the construction of sports fields. **HAMMER/FLOCKE**

34. Approve specifications for IFB 2026-B07 Nutty Brown Road - Remove and Replace Hot Mix and authorize Purchasing to advertise and solicit bids. **SMITH/A.JONES/HUNT**

35. Approve specifications for IFB 2026-B08 Sunfield, Campo Del Sol Parkway - Remove & Replace Hot Mix and authorize Purchasing to advertise and solicit bids. **COHEN/A.JONES/HUNT**

36. Approve specifications for IFB 2026-B09 Shadow Creek, Brandons Way - Remove & Replace Hot Mix and authorize Purchasing to advertise and solicit bids. **COHEN/A.JONES/HUNT**

37. Approve specifications for IFB 2026-B10 Shadow Creek, Black Forest Road - Remove and Replace Hot Mix and authorize Purchasing to advertise and solicit bids. **COHEN/A.JONES/HUNT**

38. Approve specifications for IFB 2026-B11 Jacobs Well Road - Remove and Replace Hot Mix and authorize Purchasing to advertise and solicit bids. **HAMMER/A.JONES/HUNT**

39. Approve specifications for IFB 2026-B12 Creeks Landing - Hot Mix Overlay and authorize Purchasing to advertise and solicit bids. **INGALSBE/A.JONES/HUNT**

40. Approve specifications for IFB 2026-B13 Fairview Road - Hot Mix Overlay and authorize Purchasing to advertise and solicit bids. **INGALSBE/A.JONES/HUNT**

41. Authorize the execution of the Ninth Amendment to the Waste Connections Lone Star Inc. contract, pursuant to IFB 2021-B12 Countywide Dumpsters, in relation to adding service to the County Administrative Offices located at 1901 Dutton Dr., Suite E in San Marcos, $28.87 per haul, $1,501.24 yearly. **HAMMER/CRUMLEY/HUNT**

42. Authorize the execution of a Second Amendment to RFP 2025-P02 Countywide Janitorial Services between Hays County and American Facility Services to add a one-time deep cleaning ($360.00) and regular weekly cleaning ($2,237.26 monthly) for 1901 Dutton Drive. **HAMMER/CRUMLEY/HUNT**

43. Approve renewal one of RFQ 2025-Q06 Legal Services for Hays County Sheriff's Office - Civil Service Commission with Law Offices of Ryan Henry, PLLC for one (1) additional year, effective May 5, 2026, with no changes in pricing or terms and conditions. **INGALSBE/HIPOLITO/HUNT**

H. **ACTION ITEMS**

I. **ROADS**

1. Discussion and possible action to approve an updated Standard Utility Agreement template and a new Joint Bid Agreement Template, establishing standardized forms for Hays County use. **SMITH/INGALSBE**

2. Discussion and possible action to approve Amendment No. 1 terminating the existing Advance Funding Agreement (AFA) and to authorize the execution of a new AFA and associated Resolution, by and between the State of Texas, acting by and through the Texas Department of Transportation (TxDOT) and Hays County for the Roundabout Intersection at RM 150 at RM 12 project. **SMITH/A.JONES**

3. Discussion and possible action to release the surety bond #30227710 in the amount of $ 1,348,332.14 and consider the acceptance of road construction & surface drainage improvements for Waterstone, Phase 1B. **INGALSBE/A.JONES**

4. Discussion and possible action to release the surety bond #024267012 in the amount of $1,391,488.75 and consider the acceptance of road construction & surface drainage improvements for Waterstone, Phase 1A. **INGALSBE/A.JONES**

5. Discussion and possible action to consider the release of the 2-year maintenance bond #800131791 in the amount of $516,827.85 for Anthem subdivision, Phase 2 and Phase 3, and the acceptance of roads into the county road maintenance system for Anthem Subdivision Phase 2 & 3. **COHEN/A.JONES**

6. Discussion and possible action to release the performance bond #800132233 in the amount of $547,941.86 and consider the acceptance of road construction & surface drainage improvements for Driftwood Golf & Ranch Club, Phase 2 (to be privately maintained). **SMITH/A.JONES**

7. Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, and release of the performance bond #1001130681 in the amount of $630,116.91 for Driftwood Golf & Ranch, Phase 1, Section 3 (to be privately maintained). **SMITH/A.JONES**

8. Discussion and possible action to release the performance bond #1001136082 in the amount of $2,372,341.50 and consider the acceptance of road construction & surface drainage improvements for Driftwood Golf & Ranch Club, Phase 3 (to be privately maintained). **SMITH/A.JONES**

9. Discussion and possible action to execute a Professional Services Agreement (2026-PSA-78) between Hays County and Pape-Dawson Engineers related to Centerpoint Road, not-to-exceed $814,219.47. **INGALSBE/A.JONES**

10. Discussion and possible action to approve the selection of Surveying and Mapping, LLC (SAM) to provide utility coordination services for the High Road project in Precinct 1; and authorize staff and counsel to negotiate a contract. **INGALSBE/A.JONES**

11. Discussion and possible action to authorize the execution of a Contract for Engineering Services (2026-PSA-64) between Hays County and Quiddity Engineering, LLC. to provide Utility Coordination services for the Sawyer Ranch Road Pedestrian Walkway project in Precinct 4. **SMITH/A.JONES**

12. Discussion and possible action to authorize the execution of a Contract for Engineering Services (2026-PSA-77) between Hays County and Cobb, Fendley & Associates, Inc. to provide engineering services for the Fitzhugh Road project in Precinct 4. **SMITH/A. JONES**

13. Discussion and possible action to authorize the execution of a Professional Services Agreement (2026-PSA-80) between Hays County and HDR Engineering, Inc. to provide engineering services for the Robert S Light Extension eminent domain support project in Precinct 4 and amend the budget accordingly. **SMITH/A.JONES**

14. Discussion and possible action to authorize the execution of Change Order No. 6 in the amount of $62,465.83 to the Professional Services Agreement with BGE, Inc. for the RM 12 Safety Improvements near the intersection of Mountain Crest and Skyline Drive project in Precinct 3, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) and amend the budget accordingly. **HAMMER/A.JONES**

J. **MISCELLANEOUS**

1. Discussion and possible action to authorize the execution of a resolution related to the historical declaration of the 1871 Bearing Tree. **HAMMER/CRUMLEY**

2. Discussion and possible action to authorize reimbursements for lodging, mileage, overtime and meal per diems in the amount of $21,002.95 for Emergency Communication Officer Andrew Dunn who deployed under the Texas Division of Emergency Management's Incident Support Task Force related to the Fire Season Disaster (2026 TX-TFMS-26001) and amend the budget accordingly. **BECERRA/ROBINSON**

3. Discussion and possible action to adopt an order authorizing the sale of fireworks beginning the Wednesday before the last Monday in May (May 20th) and ending at midnight on the last Monday in May (May 25th) 2026, determine whether drought conditions exist and whether to adopt an order under Section 352.051 of the Texas Local Government Code, prohibiting the sale or use of restricted fireworks, defined as "skyrockets with sticks" and "missiles with fins", in the unincorporated area of Hays County, providing for the expiration of said order if the Texas A&M Forest Service determines that drought conditions no longer exist prior to end of the sales period for the Memorial Day fireworks season. **BECERRA/M.JONES**

4. Discussion and possible action to authorize the Sheriff's Office to provide qualified retired law enforcement officers an opportunity to demonstrate weapons proficiency and issue certificates of proficiency pursuant to Section 1701.357 of the Texas Occupations Code. **INGALSBE/HIPOLITO**

5. Discussion and possible action to execute an updated Service Provider Agreement between Certified Payments and Hays County to allow the use of Certified Payments as the new payment processor for the Justice of the Peace Precinct 1.1, 1.2, 2.1, 2.2, 3, 4, and 5 Offices, and the Treasurer's Office and ratify the execution of the Bureau Setup Forms. The District Clerk, County Clerk, Development services, and Transportation Department currently utilize Certified payments as their payment processor and will continue under this new agreement and authorize a discretionary exemption pursuant to Texas Local Government Code, Chapter 262.024 (a)(4) . **BECERRA/HUNT**

6. Discussion and possible action authorizing the execution of an agreement between Hays County and The Bug Master for pest control services for the Hays County Administrative Building located at 1901 Dutton Dr., Suite E in San Marcos, in the amount of $150.00 monthly and authorize a waiver to the purchasing policy. **HAMMER/T.CRUMLEY**

7. Discussion and possible action to authorize the application submission for the Judicial Commission on Mental Health, Court Liaison Pilot Program, in the amount of $165,000.00. **INGALSBE/BOUTTE/BROWN**

8. Discussion and possible action to authorize the Director of Development Services or designee to establish protocols, requirements, and develop related forms for the purpose of mass permitting (issuing one permit for multiple lots or tracts of land). **SMITH**

9. Discussion and possible action to authorize the Transportation Department to upgrade their OpenGov Enterprise Asset Management system through SHI Government Solutions, totaling $26,900.04 and amend the budget accordingly. **SMITH/AJONES/HUNT**

10. Discussion and possible action to authorize execution of two quitclaim deeds with the City of Kyle for dedication of right-of-way and sidewalk right-of-way at Veterans Dr. and Silverado Dr. in Precinct 2. **COHEN/AJONES**

11. Discussion and possible action to authorize the Hays County Mental Health Court to purchase consumables, decor, and graduation tassels & stoles in the amount of $369.54, for the Mental Health Court Participant's Commencement Ceremony to be held in the Summer of 2026. **COHEN/INGALSBE/BROWN/HUNT**

12. Discussion and possible action to authorize the purchase of the Behavioral Health 360 Program from CredibleMind, Inc. for the Hays County Health Department, in the amount of $25,000.00, to be paid upon signing, and accept the related license agreement. **INGALSBE/COHEN/GONZALES**

13. Discussion and possible action to pre-qualify the recommended respondents pursuant to RFQ 2026-Q01 Construction, Engineering, & Inspection (CE&I) and Testing Services Pool to establish a new pool of firms to be used on an as-needed basis for projects throughout the County. The selection of a firm from the pool will be brought to Commissioner Court for approval, utilizing the Vendor Selection Form prior to a contract being brought to Commissioner Court for execution. The pool will be reviewed and re-opened on an annual basis. **BECERRA/HUNT**

14. Discussion and possible action to award RFP 2026-P11 Promotional Testing Services, Sheriff's Office to Industrial/Organizational Solutions, Inc. an d authorize staff and the Criminal District Attorney's Civil Division to negotiate a contract. **INGALSBE/HIPOLITO/HUNT**

15. Discussion and possible action to award RFP 2026-P03 Eastside Campus - Construction Manager at Risk to Joeris General Contractors, LLC and authorize staff and the Criminal District Attorney, Civil Division to negotiate a contract. **INGALES/COHEN/CRUMLEY/HUNT**

K.

EXECUTIVE SESSIONS

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

1. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 1.219 acres, and drainage easement interest in 0.553 acre from property owned by Giberson Properties, Inc., and which is required for the construction of the proposed FM 1626 roadway improvements and utility adjustments, and take other appropriate action (Parcels 19, 20, 34). Possible discussion and/or action may follow in open court. **COHEN**

2. Executive Session pursuant to Section 551.071 and Section 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the exchange, purchase, lease, sale, or value of real property located at or near FM 2001, including: (1) Hays County, Texas v. ADBF, et. al. (Cause No. 23-0777-C pending in County-Court-at-Law #1 in Hays County)(Parcel 56); (2) FM 2001 Gap - ADBF (Parcel 58) related to the FM 2001 Gap Road improvement project in Precinct 1 & 2 . Discussion and/or possible action may follow in open court. **INGALSBE/ COHEN**

3. Executive Session pursuant to Section 551.071 and Section 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the exchange, purchase, lease, sale, or value of real property located at or near Windy Hill (CR 131) and Shadow Creek Boulevard, in Precinct 2 (Parcels 27 & 72) related to the Windy Hill Road improvement project. Discussion and/or possible action may follow in open court. **COHEN**

4. Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Application of Aqua Texas, Inc. for the Authority to Change Rates, Public Utility Commission of Texas (PUC) Docket Control Number 58124. Possible discussion

and/or action may follow in open court. **HAMMER**

5. Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the employment and duties of the Fire Marshal. Possible discussion and/or action may follow in open court. **BECERRA/GRANJENO/M.JONES**

L. **STANDING AGENDA ITEMS**

The Commissioners Court utilizes Standing Agenda Items to address issues that are frequently or periodically discussed in court. This section allows the Court to open the item when a need for discussion arises.

1. Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**

2. Discussion and possible action related to the burn ban. **BECERRA**

3. Discussion and possible action related to proposed bills in the 89th Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071. **SMITH**

M. **ADJOURNMENT**

Posted at least three (3) business days before the scheduled meeting of the
COMMISSIONERS COURT, HAYS COUNTY, TEXAS

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CLERK OF THE COURT

Hays County encourages compliance with the Americans with Disabilities Act (ADA) in the conduct of all public meetings. To that end, persons with disabilities who plan to attend this meeting and who may need auxiliary aids such as an interpreter for a person who is hearing impaired are requested to contact the Hays County Judge's Office at (512) 393-2205 as soon as the meeting is posted (3 business days 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: F. 1.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Child Protective Board

Sponsor: Commissioner Ingalsbe

Agenda Item

Adopt a Proclamation recognizing Outstanding Awardees by the Hays County Child Protective Board. **INGALSBE**

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Proclamation

PROCLAMATION RECOGNIZING OUTSTANDING AWARDEES BY THE HAYS COUNTY CHILD PROTECTIVE BOARD

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, the Hays County Child Protective Board (Board) is charged to facilitate the work of Child Protective Services Supervisors, Caseworkers and Staff serving the needs of children and families who are clients of Hays County Child Protective Services (CPS); and

WHEREAS, the Board is also charged with informing community members about child abuse and neglect, the services of CPS, and the public's role in helping to alleviate child abuse and neglect; and

WHEREAS, the demanding, challenging, and essential work of Child Protective Services professionals, volunteers, community resources are often unrecognized or misunderstood by community members; and

WHEREAS, the suffering, resilience, and accomplishments of children and youth in CPS conservatorship or those whose families are under investigation for possible abuse or neglect are unrecognized; and

WHEREAS, the Board has knowledge of the work of the CPS professionals, volunteers, supportive community resources, and the experiences, resilience, and accomplishments of CPS children and youth.

NOW, THEREFORE, BE IT RESOLVED, that the Hays County Commissioners Court does hereby proclaim Kathryn Garbutt, Outstanding CPS Leader; Karen Housewright, Outstanding Volunteer; Hays County Commissioners Court, Outstanding Community Resource; Tran Family, Outstanding Foster Parents; Savannah, Female Outstanding Youth; and Gunner, Male Outstanding Youth of the Year 2026.

ADOPTED THIS THE 12th DAY OF MAY 2026

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Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Dr. Michelle Cohen
Commissioner, Pct. 2

_____
Morgan Hammer
Commissioner, Pct. 3

_____
Walt Smith
Commissioner, Pct. 4

ATTEST:

_____
Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM: F. 2.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Sheriff Anthony Hipolito

Sponsor: Commissioner Ingalsbe

Agenda Item

Adopt a Proclamation recognizing May 10th - 16th, 2026, as Police Week and May 13th, 2026, as Peace Officers Memorial Day. **INGALSBE/HIPOLITO**

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Proclamation

PROCLAMATION REGOCNIZING
POLICE WEEK AND PEACE OFFICERS MEMORIAL DAY

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, the Congress and President of the United States have designated May 15th as *Peace Officers Memorial Day*, and the week in which it falls as *Police Week*; and

WHEREAS, the members of law enforcement agencies of Hays County play an essential role in safeguarding the rights and freedoms of its citizens; and

WHEREAS, it is important that all citizens know and understand the problems, duties, and responsibilities of their law enforcement agencies, and that members of these agencies recognize their duty to serve the people by safeguarding life and property, protecting them against violence or disorder, and shielding the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, since the first known line-of-duty death in 1791 (Deputy Isaac Smith), 26,950 law enforcement officers have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, seven law enforcement officers have given their lives in the line of duty serving Hays County, Texas; and

WHEREAS, we will never forget the sacrifices of:

- Deputy Sheriff Henry C. Banks (Hays County Sheriff's Office)
- Night Watchman Henry H. Joslin (Kyle Police Department)
- Deputy Sheriff John S. Davis, Jr. (Hays County Sheriff's Office)
- Trooper Randall W. Vetter (Texas Department of Public Safety)
- Officer Kenneth M. Copeland (San Marcos Police Department)
- Officer Justin Putnam (San Marcos Police Department)
- Deputy Constable Manuel Phillipe De La Rosa (Hays County Constable's Office, Precinct 2)
- Deputy Sheriff Dustin Speckels (Hays County Sheriff's Office)
- Correctional Officer James Henry (Hays County Sheriff's Office);

and their families; and

WHEREAS, the law enforcement agencies of Hays County unceasingly provide a vital public service;

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Hays County calls upon all citizens of Hays County and all patriotic, civil, and educational organizations to observe the week of **May 10 through May 16, 2026**, as *Police Week*, with appropriate ceremonies to commemorate police officers, past and present, who, by their faithful and loyal devotion to duty, have rendered dedicated service to their communities and preserved the rights and security of all citizens.

WE FURTHER call upon all citizens of Hays County to observe May 13, 2026, as Peace Officers Memorial Day, to honor those peace officers who, through their courageous deeds, have lost their lives or become disabled in the performance of duty.

ADOPTED THIS THE 12th DAY OF MAY, 2026

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Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Michelle Cohen
Commissioner, Pct. 2

_____
Morgan Hammer
Commissioner, Pct. 3

_____
Walt Smith
Commissioner, Pct. 4

ATTEST:

_____
Elaine H. Cardenas, Hays County Clerk

AGENDA ITEM REQUEST FORM: F. 3.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Mike Jones

Sponsor: Judge Becerra

Agenda Item

Adopt a Proclamation recognizing May 16th - 22nd as Search and Rescue Week in Hays County. **BECERRA/M.JONES**

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Proclamation

PROCLAMATION RECOGNIZING THE WEEK OF MAY 16TH - 22ND AS SEARCH AND RESCUE WEEK IN HAYS COUNTY

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, in 2025 there were over 40,309 missing persons reports in Texas with 12,080 of them being adults and 28,229 of those children; and

WHEREAS, communities across Hays County and the state of Texas are impacted by missing persons, lost loved ones, and deceased family members due to criminal activity, mental health problems, medical issues, or natural causes; and

WHEREAS, Search and Rescue resources bring closure and aid in the reunification of families; and

WHEREAS, Search and Rescue professionals, perform flood and swift water rescues and evacuations, technical rescues, locate missing children and endangered adults, and otherwise meet their communities' emergent needs.

NOW, THEREFORE, BE IT RESOLVED, that the Hays County Commissioners Court proclaims the week of May 16th – 22nd as

SEARCH AND RESCUE WEEK

and offers thanks to all the first responder agencies and search and rescue professionals who support and work tirelessly on finding those who are lost and bringing closure to the families of the missing.

ADOPTED THIS THE 12TH DAY OF MAY 2026.

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Ruben Becerra, County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

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Dr. Michelle Gutierrez Cohen
Commissioner, Pct. 2

_____
Morgan Hammer
Commissioner, Pct. 3

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Walt Smith
Commissioner, Pct. 4

ATTEST:

_____
Elaine H. Cárdenas, MBA,
PhD Hays County Clerk

AGENDA ITEM REQUEST FORM: F. 4.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: CRUMLEY

Sponsor: Commissioner Ingalsbe

Agenda Item

Adopt a Proclamation Recognizing May 13, 2026, as World Facilities Management Day. **INGALSBE/CRUMLEY**

Summary

Adopt a Proclamation recognizing May 13, 2026, as World Facilities Management Day.

Attachments

Proclamation

PROCLAMATION RECOGNIZING
MAY 13, 2026, AS
WORLD FACILITIES MANAGEMENT DAY

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, World Facilities Management Day is celebrated globally to honor the essential contributions of facilities management professionals who ensure that public buildings and community spaces operate safely, efficiently, and sustainably; and

WHEREAS, Hays County's facilities management team plays a vital role in supporting county operations by maintaining critical infrastructure, ensuring safe and functional work environments, and providing reliable spaces where residents receive services every day; and

WHEREAS, these dedicated professionals oversee building operations, maintenance, safety, energy management, emergency response, and long-term planning—responsibilities that are fundamental to the continuity of government services and the well-being of our community; and

WHEREAS, the commitment, expertise, and professionalism of Hays County's facilities management staff reflect the highest standards of public service, contributing to the comfort, safety, and productivity of employees and visitors alike; and

WHEREAS, it is fitting that Hays County recognize and celebrate the individuals who work tirelessly behind the scenes to ensure that our facilities remain safe, functional, and welcoming for all who use them;

NOW, THEREFORE, **BE IT RESOLVED,** that the Hays County Commissioners Court do hereby proclaim May 13, 2026 as

WORLD FACILITIES MANAGEMENT DAY

in Hays County, Texas, and encourages all residents and employees to join in recognizing and appreciating the vital contributions of facilities management professionals to our community.

ADOPTED THIS THE 12th DAY OF MAY 2026

_____
Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Dr. Michelle Cohen
Commissioner, Pct. 2

_____
Morgan Hammer
Commissioner, Pct. 3

_____
Walt Smith
Commissioner, Pct. 4

ATTEST:

_____
Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM: F. 5.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Gonzales

Sponsor: Commissioner Cohen

Co-Sponsor: Commissioner Hammer

Agenda Item

Adopt a Proclamation Recognizing May 6th - 12th, 2026 as National Nurses Week in Hays County.
COHEN/HAMMER/GONZALES

Summary

The Hays County Health Department is requesting a proclamation to recognize National Nurses Week in Hays County for the Week of May 6-12, 2026. The Health Department would like to recognize not only the department's nurses, but the nurses in the Hays County Jail, school districts, local hospitals, and all across Hays County for their contributions to keeping our community healthy.

Attachments

Proclamation

PROCLAMATION RECOGNIZING MAY 6TH - 12TH AS NURSES WEEK

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, nurses in the United States constitute our nation's largest health care profession; and

WHEREAS, the depth and breadth of the nursing profession meets the different and emerging health care needs of the American population in a wide range of settings, including the frontline of the pandemic; and

WHEREAS, the American Nurses Association, celebrating its 130 anniversary as the voice for nurses in this country, is working to chart a new course for a healthy nation that relies on increasing access to primary and preventive health care, and better utilization of all our nation's nursing resources; and

WHEREAS, professional nursing is an indispensable component of the safety and quality of care of hospitalized and non-hospitalized patients; and

WHEREAS, the demand for nursing services will be greater than ever because of the aging of the American population, emerging health challenges, the continuing expansion of life-sustaining technologies, and the explosive growth of home health care services; and

WHEREAS, more qualified nurses are needed in the future to meet the increasingly complex needs of health care consumers in this community; and

WHEREAS, the cost-effective, safe, and high-quality health care services provided by nurses will be an increasingly important component of the United States health care delivery system in the future; and

WHEREAS, along with the American Nurses Association, the Hays County Health Department recognizes May 6th-12th as Nurses Week, with the theme "The Power of Nurses," with appreciation for nurses' unparalleled impact and their contributions to health care, and extend an open invitation to celebrate #ThePowerOfNurses who enrich our lives and the world we live in.

NOW, THEREFORE, BE IT RESOLVED, that the Hays County Commissioners Court does hereby proclaim May 6-12 as Nurses week, and encourage that the residents of Hays County celebrate nurses' accomplishments and efforts to improve our health care system and show our appreciation for the nation's nurses not just during this week, but at every opportunity throughout the year.

ADOPTED THIS THE 12TH DAY OF MAY, 2026

_____
Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Dr. Michelle Cohen
Commissioner, Pct. 2

_____
Morgan Hammer
Commissioner, Pct. 3

_____
Walt Smith
Commissioner, Pct. 4

ATTEST:

_____
Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM: F. 6.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Simone Corprew

Sponsor: Commissioner Ingalsbe

Agenda Item

Adopt a Proclamation recognizing May as Older Americans Month. **INGALSBE/BOUTTE**

Summary

Attachments

Proclamation

PROCLAMATION RECOGNIZING MAY 2026 AS OLDER AMERICANS MONTH

WHEREAS, the ten-county Capital Area Council of Governments (CAPCOG) region includes a growing number of older Americans who contribute their strength, wisdom, and experience to our community in unique ways; and

WHEREAS, the communities in the CAPCOG region including Hays County benefit when people of all ages, abilities, and backgrounds are welcomed, included and supported; and

WHEREAS, CAPCOG recognizes the need to create a community that provides services and supports older Americans. CAPCOG Aging Services ensures this support through direct services including nutrition, benefits counseling, in-home services, health and wellness education, ombudsman advocacy for nursing home residents and caregiver respite; and

WHEREAS, CAPCOG fosters a community in which older Americans can age in their way by planning programs that encourage older independence, ensuring activities are responsive to individual needs and preferences, and increasing access to services that support aging in place.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby recognize May 2026 as Older Americans Month in the CAPCOG region to recognize older adults and the people who support them as being key to building resilience and connection across the CAPCOG region.

ADOPTED THIS THE 12TH DAY OF MAY 2026

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Dr. Michelle Cohen
Commissioner, Pct. 2

Morgan Hammer
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM: F. 7.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Hammer, Flocke

Sponsor: Commissioner Hammer

Agenda Item

Update from the The Meadows Center for Water and the Environment and the Watershed Association regarding the Blanco Cypress Watershed Protection Plan. **HAMMER/FLOCKE**

Summary

AGENDA ITEM REQUEST FORM: F. 8.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Boutte/Woodland

Sponsor: Judge Becerra

Agenda Item

Update from staff regarding the FY27 Budget and Strategic Plan. **BECERRA/WOODLAND/BOUTTE**

Summary

AGENDA ITEM REQUEST FORM: G. 4.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Villarreal-Alonzo

Sponsor: Villarreal-Alonzo

Agenda Item

Accept the delivery of the County Auditor's Monthly Report for March 2026 pursuant to Texas Local Government Code, Chapter 114.023 and 114.025. **VILLARREAL-ALONZO**

Summary

Attachments

Hays County Auditor March 2026 Monthly Report

OFFICE OF THE COUNTY AUDITOR

Marisol Villarreal-Alonzo, CPA, MPA
County Auditor
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666
marisol.alonzo@hayscountytx.gov
512-393-2283

Honorable District Judges of Hays County and
Honorable Members of the Hays County Commissioners Court,

The unaudited and unadjusted fiscal year to date Financial Report of Hays County, Texas is submitted herewith for the month and fiscal year to date ending **March 31, 2026** and is hereby submitted as required by Local Government Code 114.023 and 114.025. The statements are prepared and reported on a modified accrual basis of accounting.

Included in the report are:

- General Fund Balance Sheet
- Road and Bridge Balance Sheet
- Governmental Funds Balance Sheet
- Monthly Statement of Fund Balances, including aggregate revenue and expenses
- Schedule of Revenues, including budget detail
- Schedule of Expenditures, including budget detail, encumbrances, and amounts available for further expenditures.
- Current Maintenance and Operations Property Tax Collections Schedule
- Net Sales Tax Collections Schedule
- Debt Service Schedule

The Schedule of Revenues shows adjusted budget, year-to-date collections, and the remainder of the funds to be collected. The Schedule of Expenditures for all departments shows the adjusted budget, the year-to-date activity, current encumbrance, and the remainder in the budget. Included in the Financial Statements are separate balance sheets for the General Fund and Road & Bridge Fund, followed by a Consolidated Fund Balance Sheet. The Schedules section includes the current maintenance and operations general fund property tax collections, sales tax collection by month received, and debt service payments.

This report is designed to provide a general overview of Hays County's finances for all those with an interest in the County's finances at a specific point during the fiscal year. The reader should note that the report does not include those disclosures associated with, and usually made a part of, audited financial statements. Due to the statutory duties of the County Auditor, I am not independent with regard to these financial reports and cannot provide an opinion on the attached financial statements. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Hays County Auditor, 712 S. Stagecoach Trail, Suite 1071, San Marcos, TX 78666. After submission, this report can be seen on the County's webpage at www.hayscountytx.gov

Respectfully Submitted,

Marisol Villarreal-Alonzo, CPA, MPA
Hays County Auditor

HAYS COUNTY, TEXAS
Unaudited General Fund Balance Sheet
For the Month Ended
March 31, 2026

Assets		
Cash and cash equivalents	$	152,623,358
Receivables		2,937,392
Prepaid expenses		369,364
Due from other funds		4,661,595
Inventory, at cost		16,359
Total Assets:	$	160,608,068
Liabilities, Deferred Inflows of Resources, and Fund Balances		
Liabilities:		
Accounts payable	$	4,654,331
Due to other agencies		5,484,856
Due to other funds		17,670,455
Deferred revenues		1,616,713
Total Liabilities:	$	29,426,355
Fund Balances:		
Restricted for:		
Restricted	$	2,250,338
Unassigned		128,931,375
Total Fund Balances:	$	131,181,713
Total Liabilities, Deferred Inflows of Resources, and Fund Balances:	$	160,608,068

HAYS COUNTY, TEXAS
Unaudited Road and Bridge Fund Balance Sheet
For the Month Ended
March 31, 2026

Assets		
Cash and cash equivalents	$	19,530,222
Receivables		564,859
Due from other funds		965,601
Inventory, at cost		653,705
Total Assets:	$	21,714,387
Liabilities, Deferred Inflows of Resources, and Fund Balances		
Liabilities:		
Accounts payable	$	1,048,020
Due to other agencies		462,941
Due to other funds		877,512
Deferred revenues		101,689
Total Liabilities:		2,490,162
Fund Balances:		
Restricted for:		
Restricted-road and bridge		19,224,225
Total Fund Balances:		19,224,225
Total Liabilities, Deferred Inflows of Resources, and Fund Balances:	$	21,714,387

HAYS COUNTY, TEXAS
Unaudited Governmental Funds Balance Sheet
For the Month Ended
March 31, 2026

Assets		
Cash and cash equivalents	$	627,463,976
Receivables		5,647,606
Prepaid expenses		369,711
Due from other funds		11,927,000
Inventory, at cost		670,065
Total Assets:	$	646,078,358
Liabilities, Deferred Inflows of Resources, and Fund Balances		
Liabilities:		
Accounts payable	$	8,471,185
Due to other agencies		7,651,900
Due to other funds		23,979,741
Deferred revenues		5,057,618
Total Liabilities:	$	45,160,444
Fund Balances:		
Restricted for:		
Restricted	$	2,250,338
Restricted-debt service		36,433,157
Restricted-road and bridge		19,224,225
Restricted-special revenue		14,614,402
Restricted-capital projects		399,464,417
Unassigned		128,931,375
Total Fund Balances:		600,917,914
Total Liabilities, Deferred Inflows of Resources, and Fund Balances:	$	646,078,358

HAYS COUNTY

Unaudited Statement of Fund Balances

Fiscal Year to Date 3/31/2026

	Beginning Balance	M-T-D Revenues	M-T-D Expenses	Ending Balance	Y-T-D Revenues	Y-T-D Expenses
GENERAL FUND						
001 - General Fund	$ 135,283,187.90	$ 7,104,352.47	$ 13,456,165.73	$ 128,931,374.64	$ 137,524,561.61	$ 82,169,551.48
002 - Election Contract Fund	240,130.77	20,741.54	11,648.65	249,223.66	86,989.06	253,058.37
070 - Juvenile Detention Center Fund	1,196,146.05	423,911.91	435,141.73	1,184,916.23	2,953,298.59	2,891,533.38
144 - Historical Jail Restoration Fund	813,852.68	2,345.46	-	816,198.14	16,167.01	-
GENERAL FUND BALANCE	$ 137,533,317.40	$ 7,551,351.38	$ 13,902,956.11	$ 131,181,712.67	$ 140,581,016.27	$ 85,314,143.23
SPECIAL REVENUE FUNDS						
011 - American Rescue Plan Fund	$ 1,326,977.23	$ 12,158.14	$ 87,099.74	$ 1,252,035.63	$ 81,254.06	$ 440,266.32
012 - Local Assistance and TC Fund	12,438.04	298.15	-	12,736.19	1,814.75	-
020 - Road and Bridge General Fund	19,933,831.96	637,469.39	1,347,076.33	19,224,225.02	21,459,356.38	9,173,943.60
050 - Sheriff Abandoned Vehicle Fund	38,743.15	111.60	-	38,854.75	769.61	-
051 - Sheriff Bail Bond Fund	84,321.63	795.43	-	85,117.06	2,511.53	-
052 - Sheriff Special Projects Fund	4,314.89	12.40	-	4,327.29	85.21	-
053 - Sheriff Drug Forfeiture Fund	91,447.01	25,419.33	-	116,866.34	28,906.33	300.00
055 - Sheriff Fed Discretionary Fund	193,207.72	1,353.80	-	194,561.52	8,276.15	-
064 - Fire Marshal Code Fee Fund	110,200.44	11,846.52	15,735.83	106,311.13	76,621.01	74,582.41
065 - Veteran's Court Program Fund	34,603.38	907.82	-	35,511.20	4,473.31	-
067 - Constable 2 Drug Forfeiture Fund	369.56	0.60	-	370.16	3.40	-
080 - DA Hot Check Fee Fund	5,060.24	231.26	-	5,291.50	496.42	-
081 - DA Drug Forfeiture Fund	310,327.58	16,477.02	1,595.25	325,209.35	22,537.72	5,950.79
084 - Law Library Fund	93,650.69	15,491.77	11,948.52	97,193.94	80,597.82	73,830.77
100 - County and District Court Tech Fund	31,746.29	511.61	-	32,257.90	2,587.93	-
101 - Records Mgmt and Archive Fund	413,565.66	93,208.31	109,040.19	397,733.78	485,414.37	1,116,844.68
102 - Guardianship Fee Fund	12,129.82	1,745.03	900.00	12,974.85	9,958.15	8,357.50
105 - Court Records Preservation Fund	599,856.41	15,541.16	-	615,397.57	81,273.14	-
106 - County Records Preservation Fund	75,845.36	2,925.77	5,228.61	73,542.52	14,538.95	41,794.93
107 - Courthouse Security Fund	56,697.90	13,012.16	17,904.95	51,805.11	67,028.49	113,095.23
108 - Dist Court Records Fund	30,728.94	125.16	-	30,854.10	731.30	-
109 - Truancy Court Fee Fund	3,666.17	10.54	-	3,676.71	195.97	-
110 - Justice Court Bldg Fund	130,721.98	389.70	-	131,111.68	2,783.72	5,739.14
111 - Court Reporters Service Fund	40,876.83	11,083.61	22,734.55	29,225.89	57,974.63	97,697.79
112 - Justice Court Technology Fund	554,693.82	4,237.84	318.90	558,612.76	24,133.01	11,184.48
115 - Dispute Resolution Fund	153,345.03	11,515.41	5,481.96	159,378.48	55,874.50	27,018.28
116 - Juvenile Delinquency	253.58	0.62	-	254.20	4.55	-
117 - County Child Abuse Prevention	363.12	3.65	-	366.77	335.33	219.01
119 - Language Access Fee Fund	123,081.64	4,403.28	-	127,484.92	20,645.85	-
120 - Family Health Services Fund	1,701,030.95	56,861.12	186,877.23	1,571,014.84	2,106,218.33	941,399.08
121 - Tobacco Settlement Fund	169,376.53	264.62	1,116.00	168,525.15	1,751.84	69,612.66
122 - Opioid Settlement Fund	220,179.17	41,266.59	7,571.31	253,874.45	43,092.35	45,011.40
123 - Youth Diversion Fund	6,475.37	268.60	-	6,743.97	2,251.18	-
124 - Specialty Court Fund	58,991.85	2,321.33	-	61,313.18	11,397.14	-

HAYS COUNTY

Unaudited Statement of Fund Balances

Fiscal Year to Date 3/31/2026

	Beginning Balance	M-T-D Revenues	M-T-D Expenses	Ending Balance	Y-T-D Revenues	Y-T-D Expenses
125 - Food Establishment Program Fund	88,592.65	20,819.00	14,585.37	94,826.28	185,034.00	90,207.72
141 - Historical Comm Publication Fund	159,237.54	500.60	396.95	159,341.19	3,067.27	2,880.52
152 - HCL Provider Participation Fund	992,065.68	6,807,634.10	-	7,799,699.78	20,480,907.27	12,800,139.89
SPECIAL REVENUE FUND BALANCE	$ 27,863,015.81	$ 7,811,223.04	$ 1,835,611.69	$ 33,838,627.16	$ 45,424,902.97	$ 25,140,076.20
CAPITAL PROJECT FUNDS						
006 - Public Safety Bond 2017 Fund	$ 658,175.88	$ 2,051.22	$ 1,615.00	$ 658,612.10	$ 12,487.37	$ 1,615.00
013 - Facilities Cert Oblig 2026 Fund	99,985,159.14	308,076.49	143,192.33	100,150,043.30	101,232,396.64	1,082,353.34
035 - Road Bond 2019 Fund	11,144,904.81	44,196.22	189,656.00	10,999,445.03	292,149.80	1,473,132.83
036 - Certificates of Obligation 2025 Road Fund	197,813,312.87	620,521.09	1,052,318.59	197,381,515.37	204,729,517.10	7,348,001.73
114 - Civil Courts Building Fund	1,638,152.85	13,391.35	-	1,651,544.20	76,935.81	-
146 - ORCA Cedar Oaks Mesa Fund	-	-	-	-	-	-
150 - Park Bond 2011 Fund	46,387.82	78.94	-	46,466.76	505.86	-
151 - Habitat Conservation Plan Fund	3,449,918.27	9,942.01	11,250.00	3,448,610.28	68,718.16	26,250.00
153 - CDBG Disaster Recovery Pgm Fund	-	-	-	-	6,250.00	6,250.00
154 - Park Bond 2021 Fund	11,886,490.16	42,479.96	596,166.86	11,332,803.26	290,149.82	1,937,331.25
155 - TX Water Development Board Fund	(3,040.63)	-	1,838.75	(4,879.38)	-	4,879.38
156 - Park Bond 2022 Fund	29,048,069.56	90,601.57	-	29,138,671.13	551,525.05	-
160 - FM 110 TIRZ Fund	38,957,028.00	99,211.46	2,103,187.10	36,953,052.36	5,075,378.77	2,103,187.10
161 - La CIMA PID 2015 Fund	15,087.69	-	-	15,087.69	37,161.03	3,572,613.33
162 - La CIMA PID Neigh Impr 2020 Fund	1,255,466.84	50,017.25	157,718.75	1,147,765.34	89,480.91	160,718.75
163 - La CIMA PID Neigh Impr 2022/2025 Fund	2,723,298.25	1,697,464.89	589,997.24	3,830,765.90	6,280,135.12	5,471,026.98
164 - La CIMA PID Neigh Impr 2025 Fund	831,338.76	1,316,584.25	154,513.97	1,993,409.04	17,144,506.42	15,151,097.38
170 - Infrastructure Imp Fee Fund	729,402.43	2,102.11	10,000.00	721,504.54	16,412.28	81,735.53
CAPITAL PROJECT FUNDS BALANCE	$ 400,179,152.70	$ 4,296,718.81	$ 5,011,454.59	$ 399,464,416.92	$ 335,903,710.14	$ 38,420,192.60
DEBT SERVICE FUND						
190 - Interest and Sinking Fund	$ 34,080,713.29	$ 2,354,019.18	$ 1,575.00	$ 36,433,157.47	$ 90,595,645.03	$ 83,745,037.37
TOTAL GOVERNMENTAL FUNDS	$ **599,656,199.20**	$ **22,013,312.41**	$ **20,751,597.39**	$ **600,917,914.22**	$ **612,505,274.41**	$ **232,619,449.40**
003 - Medical & Dental Insurance Fund	$ 26,227,281.95	$ 85,021.41	$ 3,241,544.94	$ 23,070,758.42	$ 8,109,522.86	$ 7,583,388.68
GRAND TOTAL	$ **625,883,481.15**	$ **22,098,333.82**	$ **23,993,142.33**	$ **623,988,672.64**	$ **620,614,797.27**	$ **240,202,838.08**

Hays County Schedule of Revenues

Through 03/31/26
Prior Fiscal Year Activity Included
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund **001 - General Fund**									
REVENUE									
Property and Sales Tax	152,367,725.00	.00	152,367,725.00	4,552,294.06	.00	126,356,419.01	26,011,305.99	83	138,090,396.45
Intergovernmental Revenues and Grants	9,354,176.00	1,073,645.00	10,427,821.00	1,010,389.67	.00	4,260,334.21	6,167,486.79	41	9,642,934.88
Charges for Services	5,896,490.00	.00	5,896,490.00	689,500.72	.00	2,976,624.92	2,919,865.08	50	5,879,811.67
Fines and Forfeitures	1,832,050.00	.00	1,832,050.00	157,407.42	.00	705,855.45	1,126,194.55	39	1,824,116.34
Other Revenues	667,800.00	344,244.00	1,012,044.00	109,832.68	.00	488,093.94	523,950.06	48	1,534,836.66
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	5,525,000.00	.00	5,525,000.00	584,927.92	.00	2,737,234.08	2,787,765.92	50	5,316,095.69
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	$175,643,241.00	$1,417,889.00	$177,061,130.00	$7,104,352.47	$0.00	$137,524,561.61	$39,536,568.39	78%	$162,288,191.69
Fund **001 - General Fund** Totals	$175,643,241.00	$1,417,889.00	$177,061,130.00	$7,104,352.47	$0.00	$137,524,561.61	$39,536,568.39		$162,288,191.69
Fund **002 - Election Contract Fund**									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Charges for Services	160,000.00	.00	160,000.00	20,049.62	.00	81,106.73	78,893.27	51	189,559.56
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	10.21
Interest Income	16,000.00	.00	16,000.00	691.92	.00	5,882.33	10,117.67	37	17,802.23
REVENUE TOTALS	$176,000.00	$0.00	$176,000.00	$20,741.54	$0.00	$86,989.06	$89,010.94	49%	$207,372.00
Fund **002 - Election Contract Fund** Totals	$176,000.00	$0.00	$176,000.00	$20,741.54	$0.00	$86,989.06	$89,010.94		$207,372.00
Fund **003 - Medical & Dental Insurance Fund**									
REVENUE									
Charges for Services	17,512,000.00	.00	17,512,000.00	43,773.73	.00	7,766,332.08	9,745,667.92	44	19,478,215.36
Other Revenues	.00	.00	.00	1,000.00	.00	61,000.00	(61,000.00)	+++	60,000.00
Interest Income	475,000.00	.00	475,000.00	40,247.68	.00	282,190.78	192,809.22	59	564,419.21
REVENUE TOTALS	$17,987,000.00	$0.00	$17,987,000.00	$85,021.41	$0.00	$8,109,522.86	$9,877,477.14	45%	$20,102,634.57
Fund **003 - Medical & Dental Insurance Fund** Totals	$17,987,000.00	$0.00	$17,987,000.00	$85,021.41	$0.00	$8,109,522.86	$9,877,477.14		$20,102,634.57
Fund **006 - Public Safety Bond 2017 Fund**									
REVENUE									
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	20,000.00	.00	20,000.00	2,051.22	.00	12,487.37	7,512.63	62	97,982.84
REVENUE TOTALS	$20,000.00	$0.00	$20,000.00	$2,051.22	$0.00	$12,487.37	$7,512.63	62%	$97,982.84
Fund **006 - Public Safety Bond 2017 Fund** Totals	$20,000.00	$0.00	$20,000.00	$2,051.22	$0.00	$12,487.37	$7,512.63		$97,982.84

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Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund **011 - American Rescue Plan Fund**									
REVENUE									
Intergovernmental Revenues and Grants	3,085,696.00	.00	3,085,696.00	.00	.00	.00	3,085,696.00	0	3,490,484.76
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	150,000.00	.00	150,000.00	12,158.14	.00	81,254.06	68,745.94	54	293,722.57
REVENUE TOTALS	$3,235,696.00	$0.00	$3,235,696.00	$12,158.14	$0.00	$81,254.06	$3,154,441.94	3%	$3,784,207.33
Fund **011 - American Rescue Plan Fund** Totals	$3,235,696.00	$0.00	$3,235,696.00	$12,158.14	$0.00	$81,254.06	$3,154,441.94		$3,784,207.33
Fund **012 - Local Assistance and TC Fund**									
REVENUE									
Intergovernmental Revenues and Grants	80,000.00	.00	80,000.00	.00	.00	.00	80,000.00	0	82,786.75
Interest Income	4,000.00	.00	4,000.00	298.15	.00	1,814.75	2,185.25	45	4,114.47
REVENUE TOTALS	$84,000.00	$0.00	$84,000.00	$298.15	$0.00	$1,814.75	$82,185.25	2%	$86,901.22
Fund **012 - Local Assistance and TC Fund** Totals	$84,000.00	$0.00	$84,000.00	$298.15	$0.00	$1,814.75	$82,185.25		$86,901.22
Fund **013 - Facilities Cert Oblig 2026 Fund**									
REVENUE									
Debt Proceeds	.00	100,813,801.00	100,813,801.00	.00	.00	100,813,801.10	(.10)	100	.00
Interest Income	.00	.00	.00	308,076.49	.00	418,595.54	(418,595.54)	+++	.00
REVENUE TOTALS	$0.00	$100,813,801.00	$100,813,801.00	$308,076.49	$0.00	$101,232,396.64	($418,595.64)	100%	$0.00
Fund **013 - Facilities Cert Oblig 2026 Fund** Totals	$0.00	$100,813,801.00	$100,813,801.00	$308,076.49	$0.00	$101,232,396.64	($418,595.64)		$0.00
Fund **020 - Road and Bridge General Fund**									
REVENUE									
Property and Sales Tax	22,710,847.00	.00	22,710,847.00	300,248.96	.00	19,286,420.39	3,424,426.61	85	21,547,844.68
Intergovernmental Revenues and Grants	288,275.00	.00	288,275.00	.00	.00	64,227.13	224,047.87	22	755,420.47
Charges for Services	3,126,000.00	.00	3,126,000.00	216,130.00	.00	1,640,331.24	1,485,668.76	52	3,178,836.19
Fines and Forfeitures	560,000.00	.00	560,000.00	55,453.44	.00	220,340.82	339,659.18	39	709,045.10
Other Revenues	140,000.00	36,019.00	176,019.00	4,757.94	.00	41,638.70	134,380.30	24	1,119,395.71
Interest Income	550,000.00	.00	550,000.00	60,879.05	.00	206,398.10	343,601.90	38	541,813.49
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	$27,375,122.00	$36,019.00	$27,411,141.00	$637,469.39	$0.00	$21,459,356.38	$5,951,784.62	78%	$27,852,355.64
Fund **020 - Road and Bridge General Fund** Totals	$27,375,122.00	$36,019.00	$27,411,141.00	$637,469.39	$0.00	$21,459,356.38	$5,951,784.62		$27,852,355.64
Fund **035 - Road Bond 2019 Fund**									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	22,840.30

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Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	650,000.00	.00	650,000.00	44,196.22	.00	292,149.80	357,850.20	45	897,758.41
REVENUE TOTALS	$650,000.00	$0.00	$650,000.00	$44,196.22	$0.00	$292,149.80	$357,850.20	45%	$920,598.71
Fund **035 - Road Bond 2019 Fund** Totals	$650,000.00	$0.00	$650,000.00	$44,196.22	$0.00	$292,149.80	$357,850.20		$920,598.71
Fund **036 - 2025 Road COBs**									
REVENUE									
Debt Proceeds	.00	201,376,567.00	201,376,567.00	.00	.00	201,376,567.66	(.66)	100	.00
Interest Income	.00	.00	.00	620,521.09	.00	3,352,949.44	(3,352,949.44)	+++	.00
REVENUE TOTALS	$0.00	$201,376,567.00	$201,376,567.00	$620,521.09	$0.00	$204,729,517.10	($3,352,950.10)	102%	$0.00
Fund **036 - 2025 Road COBs** Totals	$0.00	$201,376,567.00	$201,376,567.00	$620,521.09	$0.00	$204,729,517.10	($3,352,950.10)		$0.00
Fund **050 - Sheriff Abandoned Vehicle Fund**									
REVENUE									
Charges for Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	1,500.00	.00	1,500.00	111.60	.00	769.61	730.39	51	1,691.54
REVENUE TOTALS	$1,500.00	$0.00	$1,500.00	$111.60	$0.00	$769.61	$730.39	51%	$1,691.54
Fund **050 - Sheriff Abandoned Vehicle Fund** Totals	$1,500.00	$0.00	$1,500.00	$111.60	$0.00	$769.61	$730.39		$1,691.54
Fund **051 - Sheriff Bail Bond Fund**									
REVENUE									
Charges for Services	1,200.00	.00	1,200.00	500.00	.00	500.00	700.00	42	1,650.00
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	1.40
Interest Income	4,000.00	.00	4,000.00	295.43	.00	2,011.53	1,988.47	50	4,420.81
REVENUE TOTALS	$5,200.00	$0.00	$5,200.00	$795.43	$0.00	$2,511.53	$2,688.47	48%	$6,072.21
Fund **051 - Sheriff Bail Bond Fund** Totals	$5,200.00	$0.00	$5,200.00	$795.43	$0.00	$2,511.53	$2,688.47		$6,072.21
Fund **052 - Sheriff Special Projects Fund**									
REVENUE									
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	1,250.00
Interest Income	.00	.00	.00	12.40	.00	85.21	(85.21)	+++	200.02
REVENUE TOTALS	$0.00	$0.00	$0.00	$12.40	$0.00	$85.21	($85.21)	+++	$1,450.02
Fund **052 - Sheriff Special Projects Fund** Totals	$0.00	$0.00	$0.00	$12.40	$0.00	$85.21	($85.21)		$1,450.02
Fund **053 - Sheriff Drug Forfeiture Fund**									
REVENUE									
Charges for Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fines and Forfeitures	.00	.00	.00	25,101.50	.00	27,128.13	(27,128.13)	+++	8,199.25
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Interest Income	.00	.00	.00	317.83	.00	1,778.20	(1,778.20)	+++	6,347.86
REVENUE TOTALS	$0.00	$0.00	$0.00	$25,419.33	$0.00	$28,906.33	($28,906.33)	+++	$14,547.11
Fund **053 - Sheriff Drug Forfeiture Fund** Totals	$0.00	$0.00	$0.00	$25,419.33	$0.00	$28,906.33	($28,906.33)		$14,547.11
Fund **055 - Sheriff Fed Discretionary Fund**									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fines and Forfeitures	.00	.00	.00	1,040.33	.00	6,530.17	(6,530.17)	+++	77,865.13
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	313.47	.00	1,745.98	(1,745.98)	+++	3,179.72
REVENUE TOTALS	$0.00	$0.00	$0.00	$1,353.80	$0.00	$8,276.15	($8,276.15)	+++	$81,044.85
Fund **055 - Sheriff Fed Discretionary Fund** Totals	$0.00	$0.00	$0.00	$1,353.80	$0.00	$8,276.15	($8,276.15)		$81,044.85
Fund **064 - Fire Marshal Code Fee Fund**									
REVENUE									
Charges for Services	100,000.00	.00	100,000.00	11,557.60	.00	74,768.46	25,231.54	75	147,578.65
Interest Income	3,900.00	.00	3,900.00	288.92	.00	1,852.55	2,047.45	48	4,008.83
REVENUE TOTALS	$103,900.00	$0.00	$103,900.00	$11,846.52	$0.00	$76,621.01	$27,278.99	74%	$151,587.48
Fund **064 - Fire Marshal Code Fee Fund** Totals	$103,900.00	$0.00	$103,900.00	$11,846.52	$0.00	$76,621.01	$27,278.99		$151,587.48
Fund **065 - Veteran's Court Program Fund**									
REVENUE									
Other Revenues	.00	.00	.00	808.00	.00	3,820.01	(3,820.01)	+++	10,307.00
Interest Income	900.00	.00	900.00	99.82	.00	653.30	246.70	73	1,084.23
REVENUE TOTALS	$900.00	$0.00	$900.00	$907.82	$0.00	$4,473.31	($3,573.31)	497%	$11,391.23
Fund **065 - Veteran's Court Program Fund** Totals	$900.00	$0.00	$900.00	$907.82	$0.00	$4,473.31	($3,573.31)		$11,391.23
Fund **067 - Constable 2 Drug Forfeiture Fund**									
REVENUE									
Fines and Forfeitures	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	.60	.00	3.40	(3.40)	+++	6.71
REVENUE TOTALS	$0.00	$0.00	$0.00	$0.60	$0.00	$3.40	($3.40)	+++	$6.71
Fund **067 - Constable 2 Drug Forfeiture Fund** Totals	$0.00	$0.00	$0.00	$0.60	$0.00	$3.40	($3.40)		$6.71
Fund **070 - Juvenile Detention Center Fund**									
REVENUE									
Intergovernmental Revenues and Grants	80,000.00	25,982.00	105,982.00	10,368.45	.00	48,612.24	57,369.76	46	84,419.59
Charges for Services	3,980,000.00	.00	3,980,000.00	383,975.00	.00	1,814,866.25	2,165,133.75	46	2,740,412.50
Other Revenues	165,000.00	.00	165,000.00	27,512.00	.00	75,235.95	89,764.05	46	166,702.04

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Interest Income	80,000.00	.00	80,000.00	2,056.46	.00	14,584.15	65,415.85	18	79,536.62
Fund Transfers	1,262,908.00	.00	1,262,908.00	.00	.00	1,000,000.00	262,908.00	79	2,375,274.00
REVENUE TOTALS	$5,567,908.00	$25,982.00	$5,593,890.00	$423,911.91	$0.00	$2,953,298.59	$2,640,591.41	53%	$5,446,344.75
Fund **070 - Juvenile Detention Center Fund** Totals	$5,567,908.00	$25,982.00	$5,593,890.00	$423,911.91	$0.00	$2,953,298.59	$2,640,591.41		$5,446,344.75
Fund **080 - DA Hot Check Fee Fund**									
REVENUE									
Charges for Services	.00	.00	.00	222.74	.00	450.93	(450.93)	+++	1,728.12
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	8.52	.00	45.49	(45.49)	+++	86.04
REVENUE TOTALS	$0.00	$0.00	$0.00	$231.26	$0.00	$496.42	($496.42)	+++	$1,814.16
Fund **080 - DA Hot Check Fee Fund** Totals	$0.00	$0.00	$0.00	$231.26	$0.00	$496.42	($496.42)		$1,814.16
Fund **081 - DA Drug Forfeiture Fund**									
REVENUE									
Charges for Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fines and Forfeitures	.00	.00	.00	16,236.10	.00	21,064.42	(21,064.42)	+++	123,526.98
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	3,249.74
Interest Income	.00	.00	.00	240.92	.00	1,473.30	(1,473.30)	+++	3,275.86
REVENUE TOTALS	$0.00	$0.00	$0.00	$16,477.02	$0.00	$22,537.72	($22,537.72)	+++	$130,052.58
Fund **081 - DA Drug Forfeiture Fund** Totals	$0.00	$0.00	$0.00	$16,477.02	$0.00	$22,537.72	($22,537.72)		$130,052.58
Fund **084 - Law Library Fund**									
REVENUE									
Charges for Services	152,000.00	.00	152,000.00	15,069.01	.00	78,111.47	73,888.53	51	156,250.24
Other Revenues	.00	.00	.00	152.75	.00	602.30	(602.30)	+++	1,126.30
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	4,300.00	.00	4,300.00	270.01	.00	1,884.05	2,415.95	44	4,387.14
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	$156,300.00	$0.00	$156,300.00	$15,491.77	$0.00	$80,597.82	$75,702.18	52%	$161,763.68
Fund **084 - Law Library Fund** Totals	$156,300.00	$0.00	$156,300.00	$15,491.77	$0.00	$80,597.82	$75,702.18		$161,763.68
Fund **100 - County and District Court Techn**									
REVENUE									
Charges for Services	4,400.00	.00	4,400.00	420.16	.00	1,974.59	2,425.41	45	4,151.03
Interest Income	1,200.00	.00	1,200.00	91.45	.00	613.34	586.66	51	1,213.04
REVENUE TOTALS	$5,600.00	$0.00	$5,600.00	$511.61	$0.00	$2,587.93	$3,012.07	46%	$5,364.07
Fund **100 - County and District Court Techn** Totals	$5,600.00	$0.00	$5,600.00	$511.61	$0.00	$2,587.93	$3,012.07		$5,364.07

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Fund **101 - Records Mgmt and Archive Fund**									
REVENUE									
Charges for Services	1,020,000.00	.00	1,020,000.00	91,999.00	.00	469,584.00	550,416.00	46	1,019,789.82
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	10.61
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	80,000.00	.00	80,000.00	1,209.31	.00	15,830.37	64,169.63	20	69,735.75
REVENUE TOTALS	$1,100,000.00	$0.00	$1,100,000.00	$93,208.31	$0.00	$485,414.37	$614,585.63	44%	$1,089,536.18
Fund **101 - Records Mgmt and Archive Fund** Totals	$1,100,000.00	$0.00	$1,100,000.00	$93,208.31	$0.00	$485,414.37	$614,585.63		$1,089,536.18
Fund **102 - Guardianship Fee Fund**									
REVENUE									
Charges for Services	18,000.00	.00	18,000.00	1,710.00	.00	9,570.00	8,430.00	53	19,410.00
Interest Income	2,100.00	.00	2,100.00	35.03	.00	388.15	1,711.85	18	2,061.08
REVENUE TOTALS	$20,100.00	$0.00	$20,100.00	$1,745.03	$0.00	$9,958.15	$10,141.85	50%	$21,471.08
Fund **102 - Guardianship Fee Fund** Totals	$20,100.00	$0.00	$20,100.00	$1,745.03	$0.00	$9,958.15	$10,141.85		$21,471.08
Fund **105 - Court Records Preservation**									
REVENUE									
Charges for Services	131,000.00	.00	131,000.00	13,812.60	.00	69,980.14	61,019.86	53	140,250.39
Interest Income	17,000.00	.00	17,000.00	1,728.56	.00	11,293.00	5,707.00	66	19,888.29
REVENUE TOTALS	$148,000.00	$0.00	$148,000.00	$15,541.16	$0.00	$81,273.14	$66,726.86	55%	$160,138.68
Fund **105 - Court Records Preservation** Totals	$148,000.00	$0.00	$148,000.00	$15,541.16	$0.00	$81,273.14	$66,726.86		$160,138.68
Fund **106 - County Records Preservation Fund**									
REVENUE									
Charges for Services	30,500.00	.00	30,500.00	2,707.22	.00	12,636.26	17,863.74	41	27,069.43
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	10.00
Interest Income	10,000.00	.00	10,000.00	218.55	.00	1,902.69	8,097.31	19	9,841.50
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	$40,500.00	$0.00	$40,500.00	$2,925.77	$0.00	$14,538.95	$25,961.05	36%	$36,920.93
Fund **106 - County Records Preservation Fund** Totals	$40,500.00	$0.00	$40,500.00	$2,925.77	$0.00	$14,538.95	$25,961.05		$36,920.93
Fund **107 - Courthouse Security Fund**									
REVENUE									
Charges for Services	133,300.00	.00	133,300.00	12,848.79	.00	65,399.41	67,900.59	49	142,925.57
Interest Income	7,000.00	.00	7,000.00	163.37	.00	1,629.08	5,370.92	23	6,824.16
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	$140,300.00	$0.00	$140,300.00	$13,012.16	$0.00	$67,028.49	$73,271.51	48%	$149,749.73

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Fund **107 - Courthouse Security Fund** Totals	$140,300.00	$0.00	$140,300.00	$13,012.16	$0.00	$67,028.49	$73,271.51		$149,749.73
Fund **108 - Dist Court Records Technology**									
REVENUE									
Charges for Services	300.00	.00	300.00	36.50	.00	121.50	178.50	40	391.14
Interest Income	1,000.00	.00	1,000.00	88.66	.00	609.80	390.20	61	1,326.16
REVENUE TOTALS	$1,300.00	$0.00	$1,300.00	$125.16	$0.00	$731.30	$568.70	56%	$1,717.30
Fund **108 - Dist Court Records Technology** Totals	$1,300.00	$0.00	$1,300.00	$125.16	$0.00	$731.30	$568.70		$1,717.30
Fund **109 - Truancy Court Fee Fund**									
REVENUE									
Charges for Services	500.00	.00	500.00	.00	.00	125.00	375.00	25	415.00
Interest Income	100.00	.00	100.00	10.54	.00	70.97	29.03	71	142.76
REVENUE TOTALS	$600.00	$0.00	$600.00	$10.54	$0.00	$195.97	$404.03	33%	$557.76
Fund **109 - Truancy Court Fee Fund** Totals	$600.00	$0.00	$600.00	$10.54	$0.00	$195.97	$404.03		$557.76
Fund **110 - Justice Court Bldg Security Fund**									
REVENUE									
Charges for Services	480.00	.00	480.00	13.05	.00	90.46	389.54	19	487.65
Interest Income	6,000.00	.00	6,000.00	376.65	.00	2,693.26	3,306.74	45	5,939.07
REVENUE TOTALS	$6,480.00	$0.00	$6,480.00	$389.70	$0.00	$2,783.72	$3,696.28	43%	$6,426.72
Fund **110 - Justice Court Bldg Security Fund** Totals	$6,480.00	$0.00	$6,480.00	$389.70	$0.00	$2,783.72	$3,696.28		$6,426.72
Fund **111 - Court Reporters Service Fund**									
REVENUE									
Charges for Services	108,000.00	.00	108,000.00	10,965.81	.00	56,726.26	51,273.74	53	113,634.72
Interest Income	3,500.00	.00	3,500.00	117.80	.00	1,248.37	2,251.63	36	3,825.71
REVENUE TOTALS	$111,500.00	$0.00	$111,500.00	$11,083.61	$0.00	$57,974.63	$53,525.37	52%	$117,460.43
Fund **111 - Court Reporters Service Fund** Totals	$111,500.00	$0.00	$111,500.00	$11,083.61	$0.00	$57,974.63	$53,525.37		$117,460.43
Fund **112 - Justice Court Technology Fund**									
REVENUE									
Charges for Services	32,500.00	.00	32,500.00	2,639.17	.00	13,144.30	19,355.70	40	36,405.08
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	44.46
Interest Income	23,000.00	.00	23,000.00	1,598.67	.00	10,988.71	12,011.29	48	23,517.55
REVENUE TOTALS	$55,500.00	$0.00	$55,500.00	$4,237.84	$0.00	$24,133.01	$31,366.99	43%	$59,967.09
Fund **112 - Justice Court Technology Fund** Totals	$55,500.00	$0.00	$55,500.00	$4,237.84	$0.00	$24,133.01	$31,366.99		$59,967.09
Fund **114 - Civil Courts Building Fund**									
REVENUE									

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Charges for Services	84,000.00	.00	84,000.00	8,670.36	.00	44,793.86	39,206.14	53	89,862.66
Interest Income	65,000.00	.00	65,000.00	4,720.99	.00	32,141.95	32,858.05	49	67,513.84
REVENUE TOTALS	$149,000.00	$0.00	$149,000.00	$13,391.35	$0.00	$76,935.81	$72,064.19	52%	$157,376.50
Fund **114 - Civil Courts Building Fund** Totals	$149,000.00	$0.00	$149,000.00	$13,391.35	$0.00	$76,935.81	$72,064.19		$157,376.50
Fund **115 - Dispute Resolution Fund**									
REVENUE									
Charges for Services	95,285.00	.00	95,285.00	11,058.16	.00	52,991.44	42,293.56	56	103,337.40
Interest Income	4,500.00	.00	4,500.00	457.25	.00	2,883.06	1,616.94	64	4,921.22
REVENUE TOTALS	$99,785.00	$0.00	$99,785.00	$11,515.41	$0.00	$55,874.50	$43,910.50	56%	$108,258.62
Fund **115 - Dispute Resolution Fund** Totals	$99,785.00	$0.00	$99,785.00	$11,515.41	$0.00	$55,874.50	$43,910.50		$108,258.62
Fund **116 - Juvenile Delinquency Prevention**									
REVENUE									
Charges for Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	.62	.00	4.55	(4.55)	+++	11.33
REVENUE TOTALS	$0.00	$0.00	$0.00	$0.62	$0.00	$4.55	($4.55)	+++	$11.33
Fund **116 - Juvenile Delinquency Prevention** Totals	$0.00	$0.00	$0.00	$0.62	$0.00	$4.55	($4.55)		$11.33
Fund **117 - County Child Abuse Prevention**									
REVENUE									
Charges for Services	700.00	.00	700.00	2.10	.00	325.32	374.68	46	987.83
Interest Income	.00	.00	.00	1.55	.00	10.01	(10.01)	+++	21.75
REVENUE TOTALS	$700.00	$0.00	$700.00	$3.65	$0.00	$335.33	$364.67	48%	$1,009.58
Fund **117 - County Child Abuse Prevention** Totals	$700.00	$0.00	$700.00	$3.65	$0.00	$335.33	$364.67		$1,009.58
Fund **119 - Language Access Fee Fund**									
REVENUE									
Charges for Services	31,900.00	.00	31,900.00	4,048.64	.00	18,387.14	13,512.86	58	35,051.00
Interest Income	3,500.00	.00	3,500.00	354.64	.00	2,258.71	1,241.29	65	3,692.40
REVENUE TOTALS	$35,400.00	$0.00	$35,400.00	$4,403.28	$0.00	$20,645.85	$14,754.15	58%	$38,743.40
Fund **119 - Language Access Fee Fund** Totals	$35,400.00	$0.00	$35,400.00	$4,403.28	$0.00	$20,645.85	$14,754.15		$38,743.40
Fund **120 - Health Services Fund**									
REVENUE									
Intergovernmental Revenues and Grants	615,131.00	5,000.00	620,131.00	52,761.99	.00	291,077.01	329,053.99	47	694,290.72
Charges for Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
Other Revenues	.00	372.00	372.00	.00	.00	.00	372.00	0	3,039.83
Interest Income	100,000.00	.00	100,000.00	4,099.13	.00	15,141.32	84,858.68	15	106,484.74

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Fund Transfers	3,588,387.00	(11,473.00)	3,576,914.00	.00	.00	1,800,000.00	1,776,914.00	50	3,017,866.00
REVENUE TOTALS	$4,303,518.00	($6,101.00)	$4,297,417.00	$56,861.12	$0.00	$2,106,218.33	$2,191,198.67	49%	$3,821,681.29
Fund **120 - Health Services Fund** Totals	$4,303,518.00	($6,101.00)	$4,297,417.00	$56,861.12	$0.00	$2,106,218.33	$2,191,198.67		$3,821,681.29
Fund **121 - Tobacco Settlement Fund**									
REVENUE									
Intergovernmental Revenues and Grants	170,000.00	.00	170,000.00	.00	.00	.00	170,000.00	0	174,617.81
Interest Income	3,000.00	.00	3,000.00	264.62	.00	1,751.84	1,248.16	58	3,050.09
REVENUE TOTALS	$173,000.00	$0.00	$173,000.00	$264.62	$0.00	$1,751.84	$171,248.16	1%	$177,667.90
Fund **121 - Tobacco Settlement Fund** Totals	$173,000.00	$0.00	$173,000.00	$264.62	$0.00	$1,751.84	$171,248.16		$177,667.90
Fund **122 - Opioid Abatement Settlement Fund**									
REVENUE									
Intergovernmental Revenues and Grants	50,000.00	.00	50,000.00	40,899.19	.00	40,899.19	9,100.81	82	157,754.30
Interest Income	3,800.00	.00	3,800.00	367.40	.00	2,193.16	1,606.84	58	3,774.53
REVENUE TOTALS	$53,800.00	$0.00	$53,800.00	$41,266.59	$0.00	$43,092.35	$10,707.65	80%	$161,528.83
Fund **122 - Opioid Abatement Settlement Fund** Totals	$53,800.00	$0.00	$53,800.00	$41,266.59	$0.00	$43,092.35	$10,707.65		$161,528.83
Fund **123 - Youth Diversion Fund**									
REVENUE									
Charges for Services	3,800.00	.00	3,800.00	250.00	.00	2,150.00	1,650.00	57	4,450.00
Interest Income	.00	.00	.00	18.60	.00	101.18	(101.18)	+++	42.79
REVENUE TOTALS	$3,800.00	$0.00	$3,800.00	$268.60	$0.00	$2,251.18	$1,548.82	59%	$4,492.79
Fund **123 - Youth Diversion Fund** Totals	$3,800.00	$0.00	$3,800.00	$268.60	$0.00	$2,251.18	$1,548.82		$4,492.79
Fund **124 - Specialty Court Fund**									
REVENUE									
Charges for Services	17,000.00	.00	17,000.00	2,151.45	.00	10,316.33	6,683.67	61	21,609.14
Interest Income	1,400.00	.00	1,400.00	169.88	.00	1,080.81	319.19	77	1,672.59
REVENUE TOTALS	$18,400.00	$0.00	$18,400.00	$2,321.33	$0.00	$11,397.14	$7,002.86	62%	$23,281.73
Fund **124 - Specialty Court Fund** Totals	$18,400.00	$0.00	$18,400.00	$2,321.33	$0.00	$11,397.14	$7,002.86		$23,281.73
Fund **125 - Food Establishment Program Fund**									
REVENUE									
Charges for Services	255,000.00	.00	255,000.00	20,819.00	.00	185,034.00	69,966.00	73	.00
REVENUE TOTALS	$255,000.00	$0.00	$255,000.00	$20,819.00	$0.00	$185,034.00	$69,966.00	73%	$0.00
Fund **125 - Food Establishment Program Fund** Totals	$255,000.00	$0.00	$255,000.00	$20,819.00	$0.00	$185,034.00	$69,966.00		$0.00
Fund **141 - Historical Comm Publication Fund**									
REVENUE									

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Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	6,600.00	.00	6,600.00	500.60	.00	3,067.27	3,532.73	46	6,867.91
REVENUE TOTALS	$6,600.00	$0.00	$6,600.00	$500.60	$0.00	$3,067.27	$3,532.73	46%	$6,867.91
Fund **141 - Historical Comm Publication Fund** Totals	$6,600.00	$0.00	$6,600.00	$500.60	$0.00	$3,067.27	$3,532.73		$6,867.91
Fund **144 - Historical Jail Restoration Fund**									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	36,800.00	.00	36,800.00	2,345.46	.00	16,167.01	20,632.99	44	35,528.97
REVENUE TOTALS	$36,800.00	$0.00	$36,800.00	$2,345.46	$0.00	$16,167.01	$20,632.99	44%	$35,528.97
Fund **144 - Historical Jail Restoration Fund** Totals	$36,800.00	$0.00	$36,800.00	$2,345.46	$0.00	$16,167.01	$20,632.99		$35,528.97
Fund **146 - ORCA Cedar Oaks Mesa Fund**									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	56,148.00
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	1,125.00
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$57,273.00
Fund **146 - ORCA Cedar Oaks Mesa Fund** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$57,273.00
Fund **150 - Park Bond 2011 Fund**									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	78.94	.00	505.86	(505.86)	+++	2,003.74
REVENUE TOTALS	$0.00	$0.00	$0.00	$78.94	$0.00	$505.86	($505.86)	+++	$2,003.74
Fund **150 - Park Bond 2011 Fund** Totals	$0.00	$0.00	$0.00	$78.94	$0.00	$505.86	($505.86)		$2,003.74
Fund **151 - Habitat Conservation Plan Fund**									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Charges for Services	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	2,000.00
Interest Income	135,000.00	.00	135,000.00	9,942.01	.00	68,718.16	66,281.84	51	151,252.48
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	$137,000.00	$0.00	$137,000.00	$9,942.01	$0.00	$68,718.16	$68,281.84	50%	$153,252.48

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Fund **151 - Habitat Conservation Plan Fund** Totals	$137,000.00	$0.00	$137,000.00	$9,942.01	$0.00	$68,718.16	$68,281.84		$153,252.48
Fund **152 - HCL Provider Participation Fund**									
REVENUE									
Other Revenues	17,270,000.00	.00	17,270,000.00	6,796,723.00	.00	20,447,645.00	(3,177,645.00)	118	23,026,739.00
Interest Income	.00	.00	.00	10,911.10	.00	33,262.27	(33,262.27)	+++	120,535.32
REVENUE TOTALS	$17,270,000.00	$0.00	$17,270,000.00	$6,807,634.10	$0.00	$20,480,907.27	($3,210,907.27)	119%	$23,147,274.32
Fund **152 - HCL Provider Participation Fund** Totals	$17,270,000.00	$0.00	$17,270,000.00	$6,807,634.10	$0.00	$20,480,907.27	($3,210,907.27)		$23,147,274.32
Fund **153 - CDBG Disaster Recovery Prgm Fund**									
REVENUE									
Intergovernmental Revenues and Grants	31,250.00	.00	31,250.00	.00	.00	6,250.00	25,000.00	20	43,750.00
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	$31,250.00	$0.00	$31,250.00	$0.00	$0.00	$6,250.00	$25,000.00	20%	$43,750.00
Fund **153 - CDBG Disaster Recovery Prgm Fund** Totals	$31,250.00	$0.00	$31,250.00	$0.00	$0.00	$6,250.00	$25,000.00		$43,750.00
Fund **154 - Park Bond 2021 Fund**									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	600,000.00	.00	600,000.00	42,479.96	.00	290,149.82	309,850.18	48	801,602.41
REVENUE TOTALS	$600,000.00	$0.00	$600,000.00	$42,479.96	$0.00	$290,149.82	$309,850.18	48%	$801,602.41
Fund **154 - Park Bond 2021 Fund** Totals	$600,000.00	$0.00	$600,000.00	$42,479.96	$0.00	$290,149.82	$309,850.18		$801,602.41
Fund **155 - TX Water Development Board Fund**									
REVENUE									
Intergovernmental Revenues and Grants	45,000.00	.00	45,000.00	.00	.00	.00	45,000.00	0	71,942.15
REVENUE TOTALS	$45,000.00	$0.00	$45,000.00	$0.00	$0.00	$0.00	$45,000.00	0%	$71,942.15
Fund **155 - TX Water Development Board Fund** Totals	$45,000.00	$0.00	$45,000.00	$0.00	$0.00	$0.00	$45,000.00		$71,942.15
Fund **156 - Park Bond 2022 Fund**									
REVENUE									
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	1,200,000.00	.00	1,200,000.00	90,601.57	.00	551,525.05	648,474.95	46	1,235,284.29
REVENUE TOTALS	$1,200,000.00	$0.00	$1,200,000.00	$90,601.57	$0.00	$551,525.05	$648,474.95	46%	$1,235,284.29
Fund **156 - Park Bond 2022 Fund** Totals	$1,200,000.00	$0.00	$1,200,000.00	$90,601.57	$0.00	$551,525.05	$648,474.95		$1,235,284.29
Fund **160 - FM 110 TIRZ**									
REVENUE									
Property and Sales Tax	3,500,000.00	.00	3,500,000.00	.00	.00	4,481,611.00	(981,611.00)	128	6,563,093.77

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Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	100,000.00	.00	100,000.00	99,211.46	.00	593,767.77	(493,767.77)	594	1,051,769.84
REVENUE TOTALS	$3,600,000.00	$0.00	$3,600,000.00	$99,211.46	$0.00	$5,075,378.77	($1,475,378.77)	141%	$7,614,863.61
Fund **160 - FM 110 TIRZ** Totals	$3,600,000.00	$0.00	$3,600,000.00	$99,211.46	$0.00	$5,075,378.77	($1,475,378.77)		$7,614,863.61
Fund **161 - La Cima PID 2015 Fund**									
REVENUE									
Property and Sales Tax	1,274,600.00	.00	1,274,600.00	.00	.00	.00	1,274,600.00	0	1,676,223.50
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	37,161.00	37,161.00	.00	.00	37,161.03	(.03)	100	139,889.48
REVENUE TOTALS	$1,274,600.00	$37,161.00	$1,311,761.00	$0.00	$0.00	$37,161.03	$1,274,599.97	3%	$1,816,112.98
Fund **161 - La Cima PID 2015 Fund** Totals	$1,274,600.00	$37,161.00	$1,311,761.00	$0.00	$0.00	$37,161.03	$1,274,599.97		$1,816,112.98
Fund **162 - La Cima PID Neigh Impr 2020 Fund**									
REVENUE									
Property and Sales Tax	499,000.00	.00	499,000.00	46,664.11	.00	67,387.42	431,612.58	14	613,317.47
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	3,353.14	.00	22,093.49	(22,093.49)	+++	52,319.56
REVENUE TOTALS	$499,000.00	$0.00	$499,000.00	$50,017.25	$0.00	$89,480.91	$409,519.09	18%	$665,637.03
Fund **162 - La Cima PID Neigh Impr 2020 Fund** Totals	$499,000.00	$0.00	$499,000.00	$50,017.25	$0.00	$89,480.91	$409,519.09		$665,637.03
Fund **163 - La CIMA PID Impr 2022/2025 Fund**									
REVENUE									
Property and Sales Tax	1,397,000.00	.00	1,397,000.00	1,691,074.36	.00	1,736,193.12	(339,193.12)	124	2,308,610.98
Debt Proceeds	.00	4,495,000.00	4,495,000.00	.00	.00	4,495,000.00	.00	100	.00
Interest Income	.00	48,942.00	48,942.00	6,390.53	.00	48,942.00	.00	100	107,909.61
REVENUE TOTALS	$1,397,000.00	$4,543,942.00	$5,940,942.00	$1,697,464.89	$0.00	$6,280,135.12	($339,193.12)	106%	$2,416,520.59
Fund **163 - La CIMA PID Impr 2022/2025 Fund** Totals	$1,397,000.00	$4,543,942.00	$5,940,942.00	$1,697,464.89	$0.00	$6,280,135.12	($339,193.12)		$2,416,520.59
Fund **164 - La CIMA PID 2025 Fund**									
REVENUE									
Property and Sales Tax	.00	.00	.00	1,314,222.52	.00	1,314,222.52	(1,314,222.52)	+++	.00
Debt Proceeds	.00	11,423,972.00	11,423,972.00	.00	.00	12,251,000.00	(827,028.00)	107	.00
Interest Income	.00	.00	.00	2,361.73	.00	6,670.57	(6,670.57)	+++	.00
Fund Transfers	.00	3,572,613.00	3,572,613.00	.00	.00	3,572,613.33	(.33)	100	.00
REVENUE TOTALS	$0.00	$14,996,585.00	$14,996,585.00	$1,316,584.25	$0.00	$17,144,506.42	($2,147,921.42)	114%	$0.00

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund **164 - La CIMA PID 2025 Fund** Totals	$0.00	$14,996,585.00	$14,996,585.00	$1,316,584.25	$0.00	$17,144,506.42	($2,147,921.42)		$0.00
Fund **170 - Infrastructure Imp Fee Fund**									
REVENUE									
Charges for Services	15,000.00	.00	15,000.00	.00	.00	1,000.00	14,000.00	7	11,900.00
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	45,000.00	.00	45,000.00	2,102.11	.00	15,412.28	29,587.72	34	39,586.33
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	$60,000.00	$0.00	$60,000.00	$2,102.11	$0.00	$16,412.28	$43,587.72	27%	$51,486.33
Fund **170 - Infrastructure Imp Fee Fund** Totals	$60,000.00	$0.00	$60,000.00	$2,102.11	$0.00	$16,412.28	$43,587.72		$51,486.33
Fund **190 - Interest and Sinking Fund**									
REVENUE									
Property and Sales Tax	47,661,843.00	.00	47,661,843.00	671,105.10	.00	45,957,386.69	1,704,456.31	96	37,672,265.12
Other Revenues	6,658,500.00	.00	6,658,500.00	1,566,466.00	.00	1,566,466.00	5,092,034.00	24	6,658,500.00
Debt Proceeds	.00	42,465,440.00	42,465,440.00	.00	.00	42,475,700.19	(10,260.19)	100	.00
Interest Income	1,000,000.00	.00	1,000,000.00	116,448.08	.00	596,092.15	403,907.85	60	1,089,307.33
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	$55,320,343.00	$42,465,440.00	$97,785,783.00	$2,354,019.18	$0.00	$90,595,645.03	$7,190,137.97	93%	$45,420,072.45
Fund **190 - Interest and Sinking Fund** Totals	$55,320,343.00	$42,465,440.00	$97,785,783.00	$2,354,019.18	$0.00	$90,595,645.03	$7,190,137.97		$45,420,072.45
Grand Totals	$319,206,643.00	$365,707,285.00	$684,913,928.00	$22,098,333.82	$0.00	$620,614,797.27	$64,299,130.73		$311,030,844.52

Hays County Schedule of Expenses

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund **001 - General Fund**									
EXPENSE									
Salaries and Benefits	115,842,095.00	107,588.00	115,949,683.00	9,154,335.43	.00	53,713,170.08	62,236,512.92	46	99,997,685.94
Operating	46,513,670.00	1,642,240.00	48,155,910.00	3,963,536.43	887,133.32	22,751,292.50	24,517,484.18	49	43,229,469.55
Travel	44,760.00	1,793.00	46,553.00	1,780.93	.00	3,891.43	42,661.57	8	15,200.23
Continuing Education	537,763.00	41,000.00	578,763.00	58,548.33	55,163.63	196,291.77	327,307.60	43	368,082.13
Capital Outlay	9,920,199.00	(481,846.00)	9,438,353.00	65,464.00	162,118.93	510,989.78	8,765,244.29	7	3,684,290.15
Capital Assets	2,744,318.00	71,587.00	2,815,905.00	114,926.54	1,443,283.30	852,730.58	519,891.12	82	2,257,680.28
Capital Assets - Operating	1,636,933.00	43,050.00	1,679,983.00	97,574.07	184,327.93	901,398.07	594,257.00	65	1,602,469.06
Depreciation and Amortization	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	453,838.00	3,950.00	457,788.00	.00	.00	439,787.27	18,000.73	96	447,187.71
Interfund Transfers	5,604,373.00	(11,473.00)	5,592,900.00	.00	.00	2,800,000.00	2,792,900.00	50	5,393,140.00
EXPENSE TOTALS	$183,297,949.00	$1,417,889.00	$184,715,838.00	$13,456,165.73	$2,732,027.11	$82,169,551.48	$99,814,259.41	46%	$156,995,205.05
Fund **001 - General Fund** Totals	$183,297,949.00	$1,417,889.00	$184,715,838.00	$13,456,165.73	$2,732,027.11	$82,169,551.48	$99,814,259.41		$156,995,205.05
Fund **002 - Election Contract Fund**									
EXPENSE									
Salaries and Benefits	.00	19,671.00	19,671.00	6,514.37	.00	13,028.74	6,642.26	66	.00
Operating	490,625.00	(19,671.00)	470,954.00	5,134.28	36,992.72	225,034.63	208,926.65	56	100,024.02
Continuing Education	4,000.00	.00	4,000.00	.00	.00	(375.00)	4,375.00	-9	4,138.70
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	25,740.47
Capital Assets - Operating	16,870.00	.00	16,870.00	.00	.00	15,370.00	1,500.00	91	13,547.87
EXPENSE TOTALS	$511,495.00	$0.00	$511,495.00	$11,648.65	$36,992.72	$253,058.37	$221,443.91	57%	$143,451.06
Fund **002 - Election Contract Fund** Totals	$511,495.00	$0.00	$511,495.00	$11,648.65	$36,992.72	$253,058.37	$221,443.91		$143,451.06
Fund **003 - Medical & Dental Insurance Fund**									
EXPENSE									
Operating	17,987,000.00	.00	17,987,000.00	3,241,544.94	.00	7,583,388.68	10,403,611.32	42	17,944,505.60
EXPENSE TOTALS	$17,987,000.00	$0.00	$17,987,000.00	$3,241,544.94	$0.00	$7,583,388.68	$10,403,611.32	42%	$17,944,505.60
Fund **003 - Medical & Dental Insurance Fund** Totals	$17,987,000.00	$0.00	$17,987,000.00	$3,241,544.94	$0.00	$7,583,388.68	$10,403,611.32		$17,944,505.60
Fund **006 - Public Safety Bond 2017 Fund**									
EXPENSE									
Operating	.00	2,499.00	2,499.00	1,615.00	.00	1,615.00	884.00	65	.00
Capital Outlay	450,000.00	175,252.00	625,252.00	.00	.00	.00	625,252.00	0	2,493,164.47
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	20,072.00

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Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$450,000.00	$177,751.00	$627,751.00	$1,615.00	$0.00	$1,615.00	$626,136.00	0%	$2,513,236.47
Fund **006 - Public Safety Bond 2017 Fund** Totals	$450,000.00	$177,751.00	$627,751.00	$1,615.00	$0.00	$1,615.00	$626,136.00		$2,513,236.47
Fund **011 - American Rescue Plan Fund**									
EXPENSE									
Salaries and Benefits	334,120.00	.00	334,120.00	20,070.22	.00	132,063.13	202,056.87	40	314,718.53
Operating	4,466,659.00	.00	4,466,659.00	67,029.52	.00	308,203.19	4,158,455.81	7	3,700,422.41
Travel	.00	.00	.00	.00	.00	.00	.00	+++	9,943.38
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	2,830.32
EXPENSE TOTALS	$4,800,779.00	$0.00	$4,800,779.00	$87,099.74	$0.00	$440,266.32	$4,360,512.68	9%	$4,027,914.64
Fund **011 - American Rescue Plan Fund** Totals	$4,800,779.00	$0.00	$4,800,779.00	$87,099.74	$0.00	$440,266.32	$4,360,512.68		$4,027,914.64
Fund **012 - Local Assistance and TC Fund**									
EXPENSE									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	80,000.00
Operating	80,000.00	.00	80,000.00	.00	.00	.00	80,000.00	0	1,600.00
Travel	.00	.00	.00	.00	.00	.00	.00	+++	1,186.75
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$80,000.00	$0.00	$80,000.00	$0.00	$0.00	$0.00	$80,000.00	0%	$82,786.75
Fund **012 - Local Assistance and TC Fund** Totals	$80,000.00	$0.00	$80,000.00	$0.00	$0.00	$0.00	$80,000.00		$82,786.75
Fund **013 - Facilities Cert Oblig 2026 Fund**									
EXPENSE									
Operating	.00	94,384,658.00	94,384,658.00	.00	.00	.00	94,384,658.00	0	.00
Capital Outlay	.00	5,471,914.00	5,471,914.00	143,192.33	.00	196,838.33	5,275,075.67	4	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	143,428.00	143,428.00	.00	.00	71,713.91	71,714.09	50	.00
Debt Service	.00	813,801.00	813,801.00	.00	.00	813,801.10	(.10)	100	.00
EXPENSE TOTALS	$0.00	$100,813,801.00	$100,813,801.00	$143,192.33	$0.00	$1,082,353.34	$99,731,447.66	1%	$0.00
Fund **013 - Facilities Cert Oblig 2026 Fund** Totals	$0.00	$100,813,801.00	$100,813,801.00	$143,192.33	$0.00	$1,082,353.34	$99,731,447.66		$0.00
Fund **020 - Road and Bridge General Fund**									
EXPENSE									

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Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Salaries and Benefits	8,073,028.00	(287,100.00)	7,785,928.00	523,065.68	.00	3,107,548.44	4,678,379.56	40	5,983,709.26
Operating	21,887,460.00	(81,716.00)	21,805,744.00	657,128.97	815,560.70	5,443,978.51	15,546,204.79	29	14,852,623.56
Travel	200.00	.00	200.00	.00	.00	.00	200.00	0	.00
Continuing Education	19,000.00	.00	19,000.00	588.00	.00	1,428.49	17,571.51	8	9,394.56
Capital Outlay	98,000.00	397,528.00	495,528.00	60,465.45	5,243.88	312,471.06	177,813.06	64	1,457,851.03
Capital Assets	823,647.00	5,839.00	829,486.00	105,828.23	492,131.94	292,081.46	45,272.60	95	613,225.76
Capital Assets - Operating	30,957.00	1,468.00	32,425.00	.00	1,467.55	16,435.64	14,521.81	55	43,905.62
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$30,932,292.00	$36,019.00	$30,968,311.00	$1,347,076.33	$1,314,404.07	$9,173,943.60	$20,479,963.33	34%	$22,960,709.79
Fund **020 - Road and Bridge General Fund** Totals	$30,932,292.00	$36,019.00	$30,968,311.00	$1,347,076.33	$1,314,404.07	$9,173,943.60	$20,479,963.33		$22,960,709.79
Fund **035 - Road Bond 2019 Fund**									
EXPENSE									
Operating	13,800,000.00	(1,925,060.00)	11,874,940.00	65,578.07	.00	959,383.36	10,915,556.64	8	8,675,240.05
Capital Outlay	.00	1,925,060.00	1,925,060.00	124,077.93	.00	513,749.47	1,411,310.53	27	1,992,418.96
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$13,800,000.00	$0.00	$13,800,000.00	$189,656.00	$0.00	$1,473,132.83	$12,326,867.17	11%	$10,667,659.01
Fund **035 - Road Bond 2019 Fund** Totals	$13,800,000.00	$0.00	$13,800,000.00	$189,656.00	$0.00	$1,473,132.83	$12,326,867.17		$10,667,659.01
Fund **036 - 2025 Road COBs**									
EXPENSE									
Operating	.00	17,585,505.00	17,585,505.00	100,041.46	.00	330,361.10	17,255,143.90	2	.00
Capital Outlay	.00	182,449,892.00	182,449,892.00	952,277.13	.00	5,641,072.97	176,808,819.03	3	.00
Debt Service	.00	1,376,568.00	1,376,568.00	.00	.00	1,376,567.66	.34	100	.00
EXPENSE TOTALS	$0.00	$201,411,965.00	$201,411,965.00	$1,052,318.59	$0.00	$7,348,001.73	$194,063,963.27	4%	$0.00
Fund **036 - 2025 Road COBs** Totals	$0.00	$201,411,965.00	$201,411,965.00	$1,052,318.59	$0.00	$7,348,001.73	$194,063,963.27		$0.00
Fund **050 - Sheriff Abandoned Vehicle Fund**									
EXPENSE									
Operating	35,000.00	.00	35,000.00	.00	.00	.00	35,000.00	0	.00
EXPENSE TOTALS	$35,000.00	$0.00	$35,000.00	$0.00	$0.00	$0.00	$35,000.00	0%	$0.00
Fund **050 - Sheriff Abandoned Vehicle Fund** Totals	$35,000.00	$0.00	$35,000.00	$0.00	$0.00	$0.00	$35,000.00		$0.00
Fund **051 - Sheriff Bail Bond Fund**									
EXPENSE									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Operating	76,000.00	.00	76,000.00	.00	.00	.00	76,000.00	0	.00
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interfund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$76,000.00	$0.00	$76,000.00	$0.00	$0.00	$0.00	$76,000.00	0%	$0.00
Fund **051 - Sheriff Bail Bond Fund** Totals	$76,000.00	$0.00	$76,000.00	$0.00	$0.00	$0.00	$76,000.00		$0.00
Fund **052 - Sheriff Special Projects Fund**									
EXPENSE									
Operating	4,233.00	.00	4,233.00	.00	.00	.00	4,233.00	0	1,199.50
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$4,233.00	$0.00	$4,233.00	$0.00	$0.00	$0.00	$4,233.00	0%	$1,199.50
Fund **052 - Sheriff Special Projects Fund** Totals	$4,233.00	$0.00	$4,233.00	$0.00	$0.00	$0.00	$4,233.00		$1,199.50
Fund **053 - Sheriff Drug Forfeiture Fund**									
EXPENSE									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Operating	90,900.00	.00	90,900.00	.00	.00	300.00	90,600.00	0	40,469.38
Travel	.00	.00	.00	.00	.00	.00	.00	+++	.00
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	6,648.08
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	7,847.12
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	21,329.08
EXPENSE TOTALS	$90,900.00	$0.00	$90,900.00	$0.00	$0.00	$300.00	$90,600.00	0%	$76,293.66
Fund **053 - Sheriff Drug Forfeiture Fund** Totals	$90,900.00	$0.00	$90,900.00	$0.00	$0.00	$300.00	$90,600.00		$76,293.66
Fund **055 - Sheriff Fed Discretionary Fund**									
EXPENSE									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	22,614.27
Travel	.00	.00	.00	.00	.00	.00	.00	+++	.00
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	10,429.52
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	2,100.99
EXPENSE TOTALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$35,144.78
Fund **055 - Sheriff Fed Discretionary Fund** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$35,144.78
Fund **064 - Fire Marshal Code Fee Fund**									
EXPENSE									
Salaries and Benefits	146,190.00	.00	146,190.00	15,735.83	.00	74,582.41	71,607.59	51	158,374.52
Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$146,190.00	$0.00	$146,190.00	$15,735.83	$0.00	$74,582.41	$71,607.59	51%	$158,374.52
Fund **064 - Fire Marshal Code Fee Fund** Totals	$146,190.00	$0.00	$146,190.00	$15,735.83	$0.00	$74,582.41	$71,607.59		$158,374.52
Fund **065 - Veteran's Court Program Fund**									
EXPENSE									
Operating	20,000.00	.00	20,000.00	.00	.00	.00	20,000.00	0	.00
EXPENSE TOTALS	$20,000.00	$0.00	$20,000.00	$0.00	$0.00	$0.00	$20,000.00	0%	$0.00
Fund **065 - Veteran's Court Program Fund** Totals	$20,000.00	$0.00	$20,000.00	$0.00	$0.00	$0.00	$20,000.00		$0.00
Fund **067 - Constable 2 Drug Forfeiture Fund**									
EXPENSE									
Operating	360.00	.00	360.00	.00	.00	.00	360.00	0	.00
EXPENSE TOTALS	$360.00	$0.00	$360.00	$0.00	$0.00	$0.00	$360.00	0%	$0.00
Fund **067 - Constable 2 Drug Forfeiture Fund** Totals	$360.00	$0.00	$360.00	$0.00	$0.00	$0.00	$360.00		$0.00
Fund **070 - Juvenile Detention Center Fund**									
EXPENSE									
Salaries and Benefits	5,156,742.00	.00	5,156,742.00	365,834.40	.00	2,374,171.92	2,782,570.08	46	4,207,361.61
Operating	984,019.00	(21,573.00)	962,446.00	40,948.42	57,164.28	427,830.57	477,451.15	50	853,320.58
Travel	500.00	.00	500.00	7.00	.00	53.02	446.98	11	32.63
Continuing Education	12,500.00	.00	12,500.00	.00	.00	3,228.10	9,271.90	26	6,014.77
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets	36,932.00	41,826.00	78,758.00	28,351.91	4,290.00	50,978.49	23,489.51	70	70,310.14
Capital Assets - Operating	35,310.00	5,729.00	41,039.00	.00	3,010.67	35,271.28	2,757.05	93	76,743.49
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$6,226,003.00	$25,982.00	$6,251,985.00	$435,141.73	$64,464.95	$2,891,533.38	$3,295,986.67	47%	$5,213,783.22
Fund **070 - Juvenile Detention Center Fund** Totals	$6,226,003.00	$25,982.00	$6,251,985.00	$435,141.73	$64,464.95	$2,891,533.38	$3,295,986.67		$5,213,783.22
Fund **080 - DA Hot Check Fee Fund**									
EXPENSE									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Operating	3,300.00	.00	3,300.00	.00	.00	.00	3,300.00	0	293.09
Travel	.00	.00	.00	.00	.00	.00	.00	+++	.00
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$3,300.00	$0.00	$3,300.00	$0.00	$0.00	$0.00	$3,300.00	0%	$293.09
Fund **080 - DA Hot Check Fee Fund** Totals	$3,300.00	$0.00	$3,300.00	$0.00	$0.00	$0.00	$3,300.00		$293.09

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Fund **081 - DA Drug Forfeiture Fund**									
EXPENSE									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Operating	201,000.00	.00	201,000.00	425.25	.00	3,180.79	197,819.21	2	22,691.86
Travel	.00	.00	.00	.00	.00	.00	.00	+++	.00
Continuing Education	15,000.00	.00	15,000.00	1,170.00	.00	2,770.00	12,230.00	18	7,070.79
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	20,195.98
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	13,049.40
EXPENSE TOTALS	$216,000.00	$0.00	$216,000.00	$1,595.25	$0.00	$5,950.79	$210,049.21	3%	$63,008.03
Fund **081 - DA Drug Forfeiture Fund** Totals	$216,000.00	$0.00	$216,000.00	$1,595.25	$0.00	$5,950.79	$210,049.21		$63,008.03
Fund **084 - Law Library Fund**									
EXPENSE									
Salaries and Benefits	48,544.00	.00	48,544.00	4,057.71	.00	24,378.96	24,165.04	50	46,117.79
Operating	150,600.00	.00	150,600.00	7,890.81	59,327.75	48,576.81	42,695.44	72	118,630.32
Continuing Education	2,000.00	.00	2,000.00	.00	.00	875.00	1,125.00	44	51.94
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$201,144.00	$0.00	$201,144.00	$11,948.52	$59,327.75	$73,830.77	$67,985.48	66%	$164,800.05
Fund **084 - Law Library Fund** Totals	$201,144.00	$0.00	$201,144.00	$11,948.52	$59,327.75	$73,830.77	$67,985.48		$164,800.05
Fund **100 - County and District Court Techn**									
EXPENSE									
Operating	20,000.00	.00	20,000.00	.00	.00	.00	20,000.00	0	.00
Continuing Education	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$30,000.00	$0.00	$30,000.00	$0.00	$0.00	$0.00	$30,000.00	0%	$0.00
Fund **100 - County and District Court Techn** Totals	$30,000.00	$0.00	$30,000.00	$0.00	$0.00	$0.00	$30,000.00		$0.00
Fund **101 - Records Mgmt and Archive Fund**									
EXPENSE									
Salaries and Benefits	1,529,122.00	.00	1,529,122.00	106,633.32	.00	634,259.24	894,862.76	41	1,119,729.97
Operating	725,109.00	(3,308.00)	721,801.00	2,406.87	137,350.24	478,263.13	106,187.63	85	482,694.45
Travel	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	1,236.26
Continuing Education	15,000.00	.00	15,000.00	.00	.00	1,015.00	13,985.00	7	20,315.32
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	3,308.00	3,308.00	.00	.00	3,307.31	.69	100	.00
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interfund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$2,270,231.00	$0.00	$2,270,231.00	$109,040.19	$137,350.24	$1,116,844.68	$1,016,036.08	55%	$1,623,976.00
Fund **101 - Records Mgmt and Archive Fund** Totals	$2,270,231.00	$0.00	$2,270,231.00	$109,040.19	$137,350.24	$1,116,844.68	$1,016,036.08		$1,623,976.00
Fund **102 - Guardianship Fee Fund**									
EXPENSE									
Operating	35,000.00	.00	35,000.00	900.00	.00	8,357.50	26,642.50	24	54,967.06
EXPENSE TOTALS	$35,000.00	$0.00	$35,000.00	$900.00	$0.00	$8,357.50	$26,642.50	24%	$54,967.06
Fund **102 - Guardianship Fee Fund** Totals	$35,000.00	$0.00	$35,000.00	$900.00	$0.00	$8,357.50	$26,642.50		$54,967.06
Fund **105 - Court Records Preservation**									
EXPENSE									
Operating	650,000.00	(24,927.00)	625,073.00	.00	155,085.96	.00	469,987.04	25	.00
Capital Assets	.00	24,927.00	24,927.00	.00	24,926.60	.00	.40	100	.00
EXPENSE TOTALS	$650,000.00	$0.00	$650,000.00	$0.00	$180,012.56	$0.00	$469,987.44	28%	$0.00
Fund **105 - Court Records Preservation** Totals	$650,000.00	$0.00	$650,000.00	$0.00	$180,012.56	$0.00	$469,987.44		$0.00
Fund **106 - County Records Preservation Fund**									
EXPENSE									
Salaries and Benefits	48,544.00	.00	48,544.00	4,057.66	.00	24,378.61	24,165.39	50	46,116.93
Operating	35,600.00	.00	35,600.00	1,170.95	920.00	3,442.39	31,237.61	12	114,074.41
Continuing Education	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	490.00
Capital Assets	25,000.00	.00	25,000.00	.00	6,175.00	8,700.00	10,125.00	60	8,121.95
Capital Assets - Operating	5,782.00	.00	5,782.00	.00	.00	5,273.93	508.07	91	30,976.27
EXPENSE TOTALS	$119,926.00	$0.00	$119,926.00	$5,228.61	$7,095.00	$41,794.93	$71,036.07	41%	$199,779.56
Fund **106 - County Records Preservation Fund** Totals	$119,926.00	$0.00	$119,926.00	$5,228.61	$7,095.00	$41,794.93	$71,036.07		$199,779.56
Fund **107 - Courthouse Security Fund**									
EXPENSE									
Salaries and Benefits	203,555.00	.00	203,555.00	17,904.95	.00	113,095.23	90,459.77	56	222,983.62
Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$203,555.00	$0.00	$203,555.00	$17,904.95	$0.00	$113,095.23	$90,459.77	56%	$222,983.62

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Fund **107 - Courthouse Security Fund** Totals	$203,555.00	$0.00	$203,555.00	$17,904.95	$0.00	$113,095.23	$90,459.77		$222,983.62
Fund **108 - Dist Court Records Technology**									
EXPENSE									
Operating	29,000.00	.00	29,000.00	.00	.00	.00	29,000.00	0	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$29,000.00	$0.00	$29,000.00	$0.00	$0.00	$0.00	$29,000.00	0%	$0.00
Fund **108 - Dist Court Records Technology** Totals	$29,000.00	$0.00	$29,000.00	$0.00	$0.00	$0.00	$29,000.00		$0.00
Fund **109 - Truancy Court Fee Fund**									
EXPENSE									
Operating	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0	.00
EXPENSE TOTALS	$4,000.00	$0.00	$4,000.00	$0.00	$0.00	$0.00	$4,000.00	0%	$0.00
Fund **109 - Truancy Court Fee Fund** Totals	$4,000.00	$0.00	$4,000.00	$0.00	$0.00	$0.00	$4,000.00		$0.00
Fund **110 - Justice Court Bldg Security Fund**									
EXPENSE									
Operating	125,000.00	(5,740.00)	119,260.00	.00	.00	.00	119,260.00	0	.00
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	18,000.00	5,740.00	23,740.00	.00	.00	5,739.14	18,000.86	24	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$143,000.00	$0.00	$143,000.00	$0.00	$0.00	$5,739.14	$137,260.86	4%	$0.00
Fund **110 - Justice Court Bldg Security Fund** Totals	$143,000.00	$0.00	$143,000.00	$0.00	$0.00	$5,739.14	$137,260.86		$0.00
Fund **111 - Court Reporters Service Fund**									
EXPENSE									
Operating	176,000.00	.00	176,000.00	22,734.55	.00	97,697.79	78,302.21	56	126,271.57
EXPENSE TOTALS	$176,000.00	$0.00	$176,000.00	$22,734.55	$0.00	$97,697.79	$78,302.21	56%	$126,271.57
Fund **111 - Court Reporters Service Fund** Totals	$176,000.00	$0.00	$176,000.00	$22,734.55	$0.00	$97,697.79	$78,302.21		$126,271.57
Fund **112 - Justice Court Technology Fund**									
EXPENSE									
Operating	478,069.00	(1,035.00)	477,034.00	318.90	.00	4,787.70	472,246.30	1	8,765.60
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	6,950.00	1,035.00	7,985.00	.00	.00	6,396.78	1,588.22	80	10,496.64
EXPENSE TOTALS	$485,019.00	$0.00	$485,019.00	$318.90	$0.00	$11,184.48	$473,834.52	2%	$19,262.24

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Fund **112 - Justice Court Technology Fund** Totals	$485,019.00	$0.00	$485,019.00	$318.90	$0.00	$11,184.48	$473,834.52		$19,262.24
Fund **114 - Civil Courts Building Fund**									
EXPENSE									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	1,600,000.00	.00	1,600,000.00	.00	.00	.00	1,600,000.00	0	.00
EXPENSE TOTALS	$1,600,000.00	$0.00	$1,600,000.00	$0.00	$0.00	$0.00	$1,600,000.00	0%	$0.00
Fund **114 - Civil Courts Building Fund** Totals	$1,600,000.00	$0.00	$1,600,000.00	$0.00	$0.00	$0.00	$1,600,000.00		$0.00
Fund **115 - Dispute Resolution Fund**									
EXPENSE									
Operating	99,785.00	.00	99,785.00	5,481.96	.00	27,018.28	72,766.72	27	67,092.46
EXPENSE TOTALS	$99,785.00	$0.00	$99,785.00	$5,481.96	$0.00	$27,018.28	$72,766.72	27%	$67,092.46
Fund **115 - Dispute Resolution Fund** Totals	$99,785.00	$0.00	$99,785.00	$5,481.96	$0.00	$27,018.28	$72,766.72		$67,092.46
Fund **117 - County Child Abuse Prevention**									
EXPENSE									
Operating	1,000.00	.00	1,000.00	.00	.00	219.01	780.99	22	987.83
EXPENSE TOTALS	$1,000.00	$0.00	$1,000.00	$0.00	$0.00	$219.01	$780.99	22%	$987.83
Fund **117 - County Child Abuse Prevention** Totals	$1,000.00	$0.00	$1,000.00	$0.00	$0.00	$219.01	$780.99		$987.83
Fund **119 - Language Access Fee Fund**									
EXPENSE									
Operating	110,500.00	.00	110,500.00	.00	.00	.00	110,500.00	0	.00
EXPENSE TOTALS	$110,500.00	$0.00	$110,500.00	$0.00	$0.00	$0.00	$110,500.00	0%	$0.00
Fund **119 - Language Access Fee Fund** Totals	$110,500.00	$0.00	$110,500.00	$0.00	$0.00	$0.00	$110,500.00		$0.00
Fund **120 - Health Services Fund**									
EXPENSE									
Salaries and Benefits	1,942,034.00	6,016.00	1,948,050.00	161,065.74	.00	841,569.32	1,106,480.68	43	1,191,922.54
Operating	2,413,184.00	(8,267.00)	2,404,917.00	25,182.88	2,097.61	96,209.49	2,306,609.90	4	2,202,264.40
Travel	4,932.00	(3,044.00)	1,888.00	12.81	.00	60.79	1,827.21	3	80.46
Continuing Education	16,125.00	(806.00)	15,319.00	615.80	750.00	1,026.52	13,542.48	12	5,885.03
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	17,098.00	.00	17,098.00	.00	4,097.04	2,532.96	10,468.00	39	15,358.27
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$4,393,373.00	($6,101.00)	$4,387,272.00	$186,877.23	$6,944.65	$941,399.08	$3,438,928.27	22%	$3,415,510.70
Fund **120 - Health Services Fund** Totals	$4,393,373.00	($6,101.00)	$4,387,272.00	$186,877.23	$6,944.65	$941,399.08	$3,438,928.27		$3,415,510.70

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Fund **121 - Tobacco Settlement Fund**									
EXPENSE									
Operating	345,600.00	(32,107.00)	313,493.00	1,116.00	25,421.68	69,612.66	218,458.66	30	29,244.88
Travel	.00	13,500.00	13,500.00	.00	4,435.20	.00	9,064.80	33	.00
Capital Outlay	.00	17,607.00	17,607.00	.00	.00	.00	17,607.00	0	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	1,000.00	1,000.00	.00	.00	.00	1,000.00	0	2,125.00
Interfund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$345,600.00	$0.00	$345,600.00	$1,116.00	$29,856.88	$69,612.66	$246,130.46	29%	$31,369.88
Fund **121 - Tobacco Settlement Fund** Totals	$345,600.00	$0.00	$345,600.00	$1,116.00	$29,856.88	$69,612.66	$246,130.46		$31,369.88
Fund **122 - Opioid Abatement Settlement Fund**									
EXPENSE									
Salaries and Benefits	90,215.00	1,814.00	92,029.00	7,571.31	.00	45,011.40	47,017.60	49	64,386.50
Operating	180,000.00	(1,814.00)	178,186.00	.00	.00	.00	178,186.00	0	846.26
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$270,215.00	$0.00	$270,215.00	$7,571.31	$0.00	$45,011.40	$225,203.60	17%	$65,232.76
Fund **122 - Opioid Abatement Settlement Fund** Totals	$270,215.00	$0.00	$270,215.00	$7,571.31	$0.00	$45,011.40	$225,203.60		$65,232.76
Fund **123 - Youth Diversion Fund**									
EXPENSE									
Operating	8,500.00	.00	8,500.00	.00	.00	.00	8,500.00	0	.00
EXPENSE TOTALS	$8,500.00	$0.00	$8,500.00	$0.00	$0.00	$0.00	$8,500.00	0%	$0.00
Fund **123 - Youth Diversion Fund** Totals	$8,500.00	$0.00	$8,500.00	$0.00	$0.00	$0.00	$8,500.00		$0.00
Fund **124 - Specialty Court Fund**									
EXPENSE									
Operating	65,000.00	.00	65,000.00	.00	.00	.00	65,000.00	0	.00
EXPENSE TOTALS	$65,000.00	$0.00	$65,000.00	$0.00	$0.00	$0.00	$65,000.00	0%	$0.00
Fund **124 - Specialty Court Fund** Totals	$65,000.00	$0.00	$65,000.00	$0.00	$0.00	$0.00	$65,000.00		$0.00
Fund **125 - Food Establishment Program Fund**									
EXPENSE									
Salaries and Benefits	232,668.00	.00	232,668.00	14,585.37	.00	89,862.88	142,805.12	39	.00
Operating	4,000.00	.00	4,000.00	.00	.00	344.84	3,655.16	9	.00
EXPENSE TOTALS	$236,668.00	$0.00	$236,668.00	$14,585.37	$0.00	$90,207.72	$146,460.28	38%	$0.00
Fund **125 - Food Establishment Program Fund** Totals	$236,668.00	$0.00	$236,668.00	$14,585.37	$0.00	$90,207.72	$146,460.28		$0.00
Fund **141 - Historical Comm Publication Fund**									

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EXPENSE									
Operating	138,000.00	.00	138,000.00	396.95	.00	2,880.52	135,119.48	2	4,369.03
Travel	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0	.00
Continuing Education	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$147,000.00	$0.00	$147,000.00	$396.95	$0.00	$2,880.52	$144,119.48	2%	$4,369.03
Fund **141 - Historical Comm Publication Fund** Totals	$147,000.00	$0.00	$147,000.00	$396.95	$0.00	$2,880.52	$144,119.48		$4,369.03
Fund **144 - Historical Jail Restoration Fund**									
EXPENSE									
Operating	790,000.00	.00	790,000.00	.00	.00	.00	790,000.00	0	.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$790,000.00	$0.00	$790,000.00	$0.00	$0.00	$0.00	$790,000.00	0%	$0.00
Fund **144 - Historical Jail Restoration Fund** Totals	$790,000.00	$0.00	$790,000.00	$0.00	$0.00	$0.00	$790,000.00		$0.00
Fund **146 - ORCA Cedar Oaks Mesa Fund**									
EXPENSE									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	57,273.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$57,273.00
Fund **146 - ORCA Cedar Oaks Mesa Fund** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$57,273.00
Fund **150 - Park Bond 2011 Fund**									
EXPENSE									
Operating	30,000.00	.00	30,000.00	.00	.00	.00	30,000.00	0	7,914.26
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	19,481.01
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interfund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$30,000.00	$0.00	$30,000.00	$0.00	$0.00	$0.00	$30,000.00	0%	$27,395.27
Fund **150 - Park Bond 2011 Fund** Totals	$30,000.00	$0.00	$30,000.00	$0.00	$0.00	$0.00	$30,000.00		$27,395.27
Fund **151 - Habitat Conservation Plan Fund**									
EXPENSE									
Operating	3,450,000.00	.00	3,450,000.00	11,250.00	.00	26,250.00	3,423,750.00	1	.00

Hays County Schedule of Expenses

Through 03/31/26
Prior Fiscal Year Activity Included
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Travel	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$3,450,000.00	$0.00	$3,450,000.00	$11,250.00	$0.00	$26,250.00	$3,423,750.00	1%	$0.00
Fund **151 - Habitat Conservation Plan Fund** Totals	$3,450,000.00	$0.00	$3,450,000.00	$11,250.00	$0.00	$26,250.00	$3,423,750.00		$0.00
Fund **152 - HCL Provider Participation Fund**									
EXPENSE									
Operating	17,270,000.00	.00	17,270,000.00	.00	.00	12,800,139.89	4,469,860.11	74	25,762,743.53
EXPENSE TOTALS	$17,270,000.00	$0.00	$17,270,000.00	$0.00	$0.00	$12,800,139.89	$4,469,860.11	74%	$25,762,743.53
Fund **152 - HCL Provider Participation Fund** Totals	$17,270,000.00	$0.00	$17,270,000.00	$0.00	$0.00	$12,800,139.89	$4,469,860.11		$25,762,743.53
Fund **153 - CDBG Disaster Recovery Prgm Fund**									
EXPENSE									
Operating	31,250.00	.00	31,250.00	.00	.00	6,250.00	25,000.00	20	43,750.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$31,250.00	$0.00	$31,250.00	$0.00	$0.00	$6,250.00	$25,000.00	20%	$43,750.00
Fund **153 - CDBG Disaster Recovery Prgm Fund** Totals	$31,250.00	$0.00	$31,250.00	$0.00	$0.00	$6,250.00	$25,000.00		$43,750.00
Fund **154 - Park Bond 2021 Fund**									
EXPENSE									
Operating	13,298,192.00	(5,445,574.00)	7,852,618.00	.00	.00	250,000.00	7,602,618.00	3	3,907,170.82
Capital Outlay	1,095,637.00	5,445,574.00	6,541,211.00	596,166.86	1,989,471.95	1,687,331.25	2,864,407.80	56	4,680,535.28
Capital Assets	15,878.00	.00	15,878.00	.00	9,196.24	.00	6,681.76	58	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	1,892,536.83
EXPENSE TOTALS	$14,409,707.00	$0.00	$14,409,707.00	$596,166.86	$1,998,668.19	$1,937,331.25	$10,473,707.56	27%	$10,480,242.93
Fund **154 - Park Bond 2021 Fund** Totals	$14,409,707.00	$0.00	$14,409,707.00	$596,166.86	$1,998,668.19	$1,937,331.25	$10,473,707.56		$10,480,242.93
Fund **155 - TX Water Development Board Fund**									
EXPENSE									
Operating	45,000.00	.00	45,000.00	1,838.75	.00	4,879.38	40,120.62	11	71,942.15
EXPENSE TOTALS	$45,000.00	$0.00	$45,000.00	$1,838.75	$0.00	$4,879.38	$40,120.62	11%	$71,942.15
Fund **155 - TX Water Development Board Fund** Totals	$45,000.00	$0.00	$45,000.00	$1,838.75	$0.00	$4,879.38	$40,120.62		$71,942.15
Fund **156 - Park Bond 2022 Fund**									
EXPENSE									
Operating	29,700,000.00	(11,679,453.00)	18,020,547.00	.00	.00	.00	18,020,547.00	0	.00
Capital Outlay	.00	11,679,453.00	11,679,453.00	.00	.00	.00	11,679,453.00	0	.00
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00

Hays County Schedule of Expenses

Through 03/31/26
Prior Fiscal Year Activity Included
Summary Listing

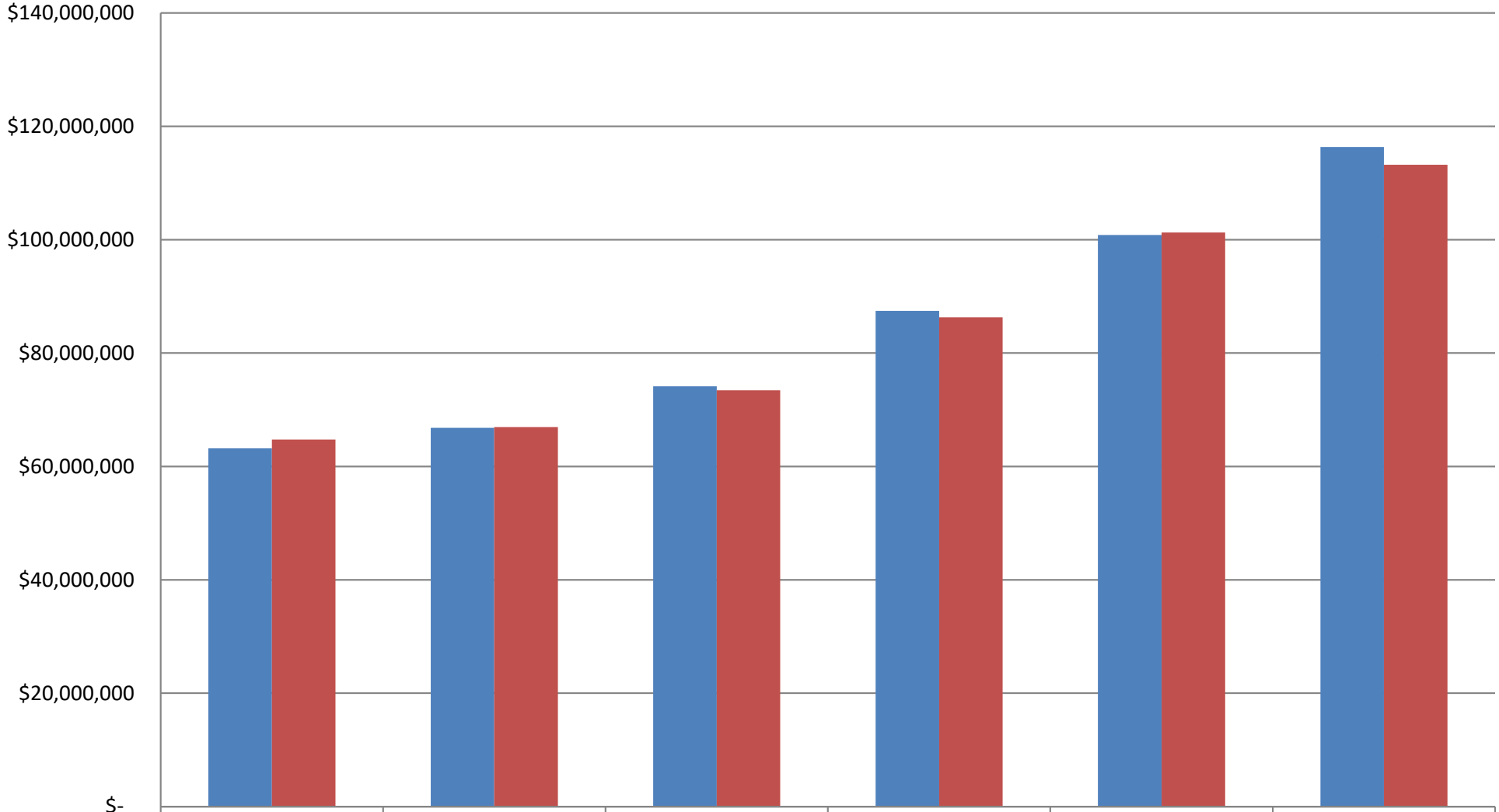
Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE TOTALS	$29,700,000.00	$0.00	$29,700,000.00	$0.00	$0.00	$0.00	$29,700,000.00	0%	$0.00
Fund **156 - Park Bond 2022 Fund** Totals	$29,700,000.00	$0.00	$29,700,000.00	$0.00	$0.00	$0.00	$29,700,000.00		$0.00
Fund **160 - FM 110 TIRZ**									
EXPENSE									
Operating	2,103,188.00	.00	2,103,188.00	2,103,187.10	.00	2,103,187.10	.90	100	2,103,187.10
EXPENSE TOTALS	$2,103,188.00	$0.00	$2,103,188.00	$2,103,187.10	$0.00	$2,103,187.10	$0.90	100%	$2,103,187.10
Fund **160 - FM 110 TIRZ** Totals	$2,103,188.00	$0.00	$2,103,188.00	$2,103,187.10	$0.00	$2,103,187.10	$0.90		$2,103,187.10
Fund **161 - La Cima PID 2015 Fund**									
EXPENSE									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	1,274,600.00	.00	1,274,600.00	.00	.00	.00	1,274,600.00	0	1,273,350.00
Interfund Transfers	.00	3,572,614.00	3,572,614.00	.00	.00	3,572,613.33	.67	100	.00
EXPENSE TOTALS	$1,274,600.00	$3,572,614.00	$4,847,214.00	$0.00	$0.00	$3,572,613.33	$1,274,600.67	74%	$1,273,350.00
Fund **161 - La Cima PID 2015 Fund** Totals	$1,274,600.00	$3,572,614.00	$4,847,214.00	$0.00	$0.00	$3,572,613.33	$1,274,600.67		$1,273,350.00
Fund **162 - La Cima PID Neigh Impr 2020 Fund**									
EXPENSE									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	498,438.00	.00	498,438.00	157,718.75	.00	160,718.75	337,719.25	32	492,687.50
EXPENSE TOTALS	$498,438.00	$0.00	$498,438.00	$157,718.75	$0.00	$160,718.75	$337,719.25	32%	$492,687.50
Fund **162 - La Cima PID Neigh Impr 2020 Fund** Totals	$498,438.00	$0.00	$498,438.00	$157,718.75	$0.00	$160,718.75	$337,719.25		$492,687.50
Fund **163 - La CIMA PID Impr 2022/2025 Fund**									
EXPENSE									
Operating	.00	4,485,635.00	4,485,635.00	.00	.00	4,485,634.26	.74	100	.00
Debt Service	1,396,835.00	327,306.00	1,724,141.00	589,997.24	.00	985,392.72	738,748.28	57	1,396,370.00
EXPENSE TOTALS	$1,396,835.00	$4,812,941.00	$6,209,776.00	$589,997.24	$0.00	$5,471,026.98	$738,749.02	88%	$1,396,370.00
Fund **163 - La CIMA PID Impr 2022/2025 Fund** Totals	$1,396,835.00	$4,812,941.00	$6,209,776.00	$589,997.24	$0.00	$5,471,026.98	$738,749.02		$1,396,370.00
Fund **164 - La CIMA PID 2025 Fund**									
EXPENSE									
Debt Service	.00	14,996,585.00	14,996,585.00	154,513.97	.00	15,151,097.38	(154,512.38)	101	.00
EXPENSE TOTALS	$0.00	$14,996,585.00	$14,996,585.00	$154,513.97	$0.00	$15,151,097.38	($154,512.38)	101%	$0.00
Fund **164 - La CIMA PID 2025 Fund** Totals	$0.00	$14,996,585.00	$14,996,585.00	$154,513.97	$0.00	$15,151,097.38	($154,512.38)		$0.00
Fund **170 - Infrastructure Imp Fee Fund**									
EXPENSE									

Hays County Schedule of Expenses

Through 03/31/26
Prior Fiscal Year Activity Included
Summary Listing

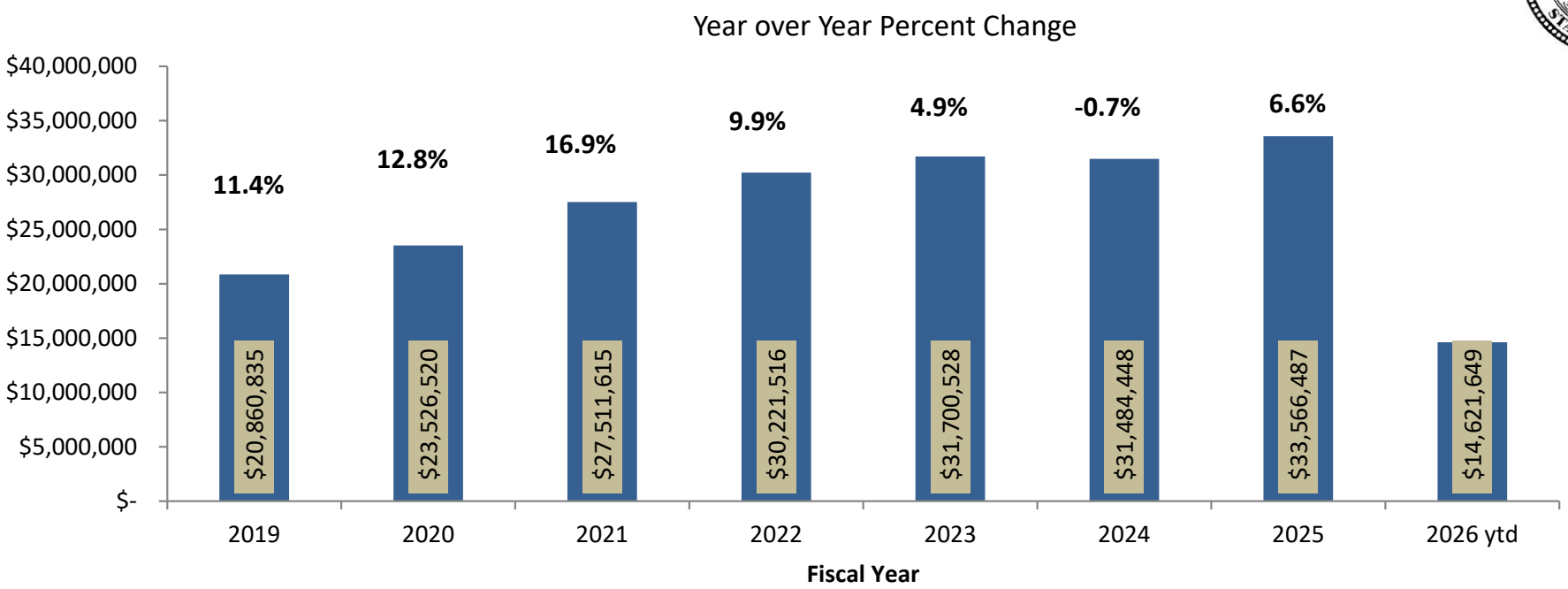
Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Operating	75,000.00	.00	75,000.00	.00	.00	36,779.10	38,220.90	49	70,509.70
Capital Outlay	700,000.00	(20,000.00)	680,000.00	.00	.00	34,956.43	645,043.57	5	54,769.55
Capital Assets	.00	20,000.00	20,000.00	10,000.00	10,000.00	10,000.00	.00	100	48,037.99
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interfund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$775,000.00	$0.00	$775,000.00	$10,000.00	$10,000.00	$81,735.53	$683,264.47	12%	$173,317.24
Fund **170 - Infrastructure Imp Fee Fund** Totals	$775,000.00	$0.00	$775,000.00	$10,000.00	$10,000.00	$81,735.53	$683,264.47		$173,317.24
Fund **190 - Interest and Sinking Fund**									
EXPENSE									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	55,300,195.00	42,465,440.00	97,765,635.00	1,575.00	.00	83,745,037.37	14,020,597.63	86	44,410,787.04
EXPENSE TOTALS	$55,300,195.00	$42,465,440.00	$97,765,635.00	$1,575.00	$0.00	$83,745,037.37	$14,020,597.63	86%	$44,410,787.04
Fund **190 - Interest and Sinking Fund** Totals	$55,300,195.00	$42,465,440.00	$97,765,635.00	$1,575.00	$0.00	$83,745,037.37	$14,020,597.63		$44,410,787.04
Grand Totals	$397,376,230.00	$369,724,886.00	$767,101,116.00	$23,993,142.33	$6,577,144.12	$240,202,838.08	$520,321,133.80		$313,173,213.69

Hays County
General Current Maintenance and Operation Property Taxes by Fiscal Year



	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026 to March 31
Adopted Budget	$63,214,391	$66,809,693	$74,139,251	$87,443,163	$100,829,763	$116,360,952
Actual Collections	$64,772,403	$66,930,532	$73,431,712	$86,303,417	$101,276,417	$113,225,254

Net Sales and Use Tax Collections



	NET FY2019	NET FY2020	NET FY2021	NET FY2022	NET FY2023	NET FY2024	NET FY2025	NET FY2026 ytd	(Un)favorable Difference from PY	% Increase / Decrease from PY
OCTOBER	$ 1,600,688	$ 1,905,154	$ 2,032,031	$ 2,394,294	$ 2,567,573	$ 2,572,390	$ 2,810,382	$ 2,938,114	$ 127,732	4.5%
NOVEMBER	$ 1,753,681	$ 1,890,059	$ 2,465,228	$ 2,575,166	$ 2,637,372	$ 2,644,440	$ 2,725,040	$ 2,890,029	$ 164,989	6.1%
DECEMBER	$ 2,100,874	$ 2,523,399	$ 2,679,813	$ 2,891,949	$ 3,020,716	$ 2,992,105	$ 3,589,907	$ 3,656,301	$ 66,394	1.8%
JANUARY	$ 1,493,125	$ 1,869,115	$ 1,842,981	$ 2,224,276	$ 2,362,998	$ 2,296,590	$ 2,391,743	$ 2,560,850	$ 169,107	7.1%
FEBRUARY	$ 1,488,519	$ 1,591,721	$ 1,559,482	$ 1,934,704	$ 2,295,395	$ 2,315,036	$ 2,282,418	$ 2,576,355	$ 293,937	12.9%
MARCH	$ 1,716,718	$ 1,827,779	$ 2,554,974	$ 2,707,480	$ 2,758,447	$ 2,689,968	$ 2,845,776			
APRIL	$ 1,752,479	$ 1,755,786	$ 2,283,256	$ 2,481,553	$ 2,490,209	$ 2,577,629	$ 2,693,285			
MAY	$ 1,682,123	$ 1,933,268	$ 2,281,382	$ 2,495,602	$ 2,766,403	$ 2,645,146	$ 2,644,691			
JUNE	$ 1,818,586	$ 2,228,388	$ 2,693,915	$ 2,726,072	$ 2,771,395	$ 2,717,919	$ 2,920,809			
JULY	$ 1,699,301	$ 1,957,979	$ 2,368,263	$ 2,478,432	$ 2,695,032	$ 2,815,661	$ 2,811,708			
AUGUST	$ 1,807,477	$ 1,935,899	$ 2,360,005	$ 2,729,473	$ 2,780,544	$ 2,518,011	$ 2,922,832			
SEPTEMBER	$ 1,947,263	$ 2,107,974	$ 2,390,285	$ 2,582,515	$ 2,554,444	$ 2,699,552	$ 2,927,895			
FY TOTAL	**$ 20,860,835**	**$ 23,526,520**	**$ 27,511,615**	**$ 30,221,516**	**$ 31,700,528**	**$ 31,484,448**	**$ 33,566,487**	**$ 14,621,649**	**$ 822,157**	**6.0%**
% Increase from PY	**11.4%**	**12.8%**	**16.9%**	**9.9%**	**4.9%**	**-0.7%**	**6.6%**			

Note: The schedule follows an accrual basis, with Comptroller payment allocation details delayed two months.

Hays County

STATEMENT OF INDEBTEDNESS

FYE September 2026

Debt Issue	Purpose	Issue Date	Maturity Date	Original Amount	Average Interest Rate	Principal Outstanding 10/1/2025	Issuance	Defeasance	Principal Payments	Principal Outstanding 3/31/2026	FY26 Principal Payment	FY26 Interest Payment	FY26 Total Payments
Limited Tax Refunding Bonds Series 2014	Refunded Portions of Series 2005 & 2009	9/15/2014	2/15/2026	9,105,000	2.63%	3,410,000	-	-	3,410,000	-	3,410,000	59,675	3,469,675
Limited Tax Refunding Bonds Series 2015	Refunded Portions of Series 2008,2009,2009,2010	3/15/2015	2/15/2029	42,595,000	2.86%	19,485,000	-	4,220,000	3,820,000	11,445,000	3,820,000	490,981	4,310,981
Pass-Through Toll Revenue & Unlimited Tax Bonds Series 2015	Road Improvements Texas Highway System Voter Approved - 11/4/2008	4/1/2015	2/15/2030	27,410,000	3.26%	8,195,000	-	1,745,000	1,520,000	4,930,000	1,520,000	227,975	1,747,975
Limited Tax Refunding Bonds Series 2016	Refunded Portions of Series 2007,2008,2009(3),2010	2/23/2016	2/15/2035	63,030,000	3.87%	40,135,000	-	26,190,000	2,005,000	11,940,000	2,005,000	1,410,825	3,415,825
Pass-Through Toll Revenue & Unlimited Tax Bonds Series 2016	Road Improvements Texas Highway System Voter Approved - 11/4/2008	9/15/2016	2/15/2036	35,065,000	3.40%	23,370,000	-	9,980,000	1,740,000	11,650,000	1,740,000	755,513	2,495,513
Limited Tax Refunding Bonds Series 2017	Refunded Portions of Series Park 2011, Roads 2011, and PTF 2011	8/16/2017	2/15/2036	64,465,000	4.75%	44,890,000	-	-	4,615,000	40,275,000	4,615,000	2,031,688	6,646,688
Limited Tax Bonds Series 2017	Public Safety Buildings Voter Approved - 11/8/2016	8/16/2017	2/15/2042	96,190,000	4.20%	86,000,000	-	-	3,460,000	82,540,000	3,460,000	3,586,000	7,046,000
Unlimited Tax Road Bonds Series 2017	Public Safety Buildings Voter Approved - 11/8/2016	8/16/2017	2/15/2042	21,545,000	4.87%	18,030,000	-	-	695,000	17,335,000	695,000	861,719	1,556,719
Unlimited Tax Road Bonds Series 2019	Road Improvements Voter Approved - 11/8/2016	8/14/2019	2/15/2044	97,035,000	3.81%	92,940,000	-	-	3,150,000	89,790,000	3,150,000	3,581,500	6,731,500
Limited Tax Refunding Bonds Series 2021	Refunded Portions of Series - PTF 2015 LTR 2014, PTF 2013, LTR 2013, LTR 2012	9/21/2020	2/15/2038	52,090,000	1.87%	45,050,000	-	-	2,695,000	42,355,000	2,695,000	796,809	3,491,809
Limited Tax Bonds Series 2021	Park Improvements Voter Approved - 11/3/2020	9/21/2020	2/15/2046	43,825,000	3.36%	41,315,000	-	-	985,000	40,330,000	985,000	1,464,975	2,449,975
Limited Tax Bonds Series 2022	Park Improvements Voter Approved - 11/3/2020	12/7/2022	2/15/2042	24,060,000	4.45%	22,440,000	-	-	870,000	21,570,000	870,000	1,011,494	1,881,494
Combination Tax and Revenue Certificates of Obligation Series 2025	Road Improvements	10/21/2025	2/15/2050	186,820,000	4.34%	-	186,820,000	-	870,000	185,950,000	870,000	7,586,317	8,456,317
Limited Tax Refunding Bonds Series 2026	Refunded Portions of Series - PTF 2015, LTR 2015, PTF 2016, LTR 2016	2/17/2026	2/15/2035	38,300,000	4.43%	-	38,300,000	-	-	38,300,000	-	946,861	946,861
COUNTY AGGREGATE I&S DEBT:						**445,260,000**	**225,120,000**	**42,135,000**	**29,835,000**	**598,410,000**	**29,835,000**	**24,812,332**	**54,647,332**
Combination Tax and Revenue Certificates of Obligation Series 2026	County Administration Building, Animal Shelter Facility, Govt Ctr, Precinct Facilities	2/17/2026	2/15/2051	94,615,000	4.24%	-	94,615,000	-	-	94,615,000	-	2,264,741	2,264,741
COUNTY GENERAL FUND DEBT:						**-**	**94,615,000**	**-**	**-**	**94,615,000**	**-**	**2,264,741**	**2,264,741**
Special Assessment Revenue Bonds Series 2015	La Cima Public Improvement District Major Public Improvement Project	8/5/2015	9/15/2045	19,200,000	6.94%	13,665,000	-	13,665,000	-	-	-	-	-
Special Assessment Revenue Bonds Series 2020	La Cima Public Improvement District Neighborhood Improvements 1-2	11/12/2020	9/15/2050	9,345,000	3.89%	8,220,000	-	-	-	8,220,000	180,000	315,438	495,438
Special Assessment Revenue Bonds Series 2022	La Cima Public Improvement District Neighborhood Improvement Area #3	12/22/2022	9/15/2052	20,800,000	5.65%	19,323,000	-	-	-	19,323,000	321,000	1,072,335	1,393,335
Special Assessment Revenue Bonds Series 2025	La Cima Public Improvement District Neighborhood Improvement Area #3	12/18/2025	9/15/2052	4,495,000	5.20%	-	4,495,000	-	-	4,495,000	171,000	165,202	336,202
Special Assessment Revenue Refunding Bonds Series 2025	La Cima Public Improvement District Refunded Series 2015 Spec Assessmnt	12/18/2025	9/15/2045	12,251,000	5.40%	-	12,251,000	-	-	12,251,000	835,000	469,595	1,304,595
LA CIMA PID AGGREGATE DEBT:						**41,208,000**	**16,746,000**	**13,665,000**	**-**	**44,289,000**	**1,507,000**	**2,022,570**	**3,529,570**
TOTAL DEBT SERVICE:						**486,468,000**	**336,481,000**	**55,800,000**	**29,835,000**	**737,314,000**	**31,342,000**	**29,099,643**	**60,441,643**

Debt serviced from property taxes for FY 2026 is as follows:	I&S Fund	General Fund	La CIMA Fund	Totals
*Total debt payments	54,647,332	2,264,741	3,529,570	60,441,643
1. Debt serviced from Pass Thru Road Revenue	(6,658,500)	-	-	(6,658,500)
2. Debt paid from La Cima PID Special Assessments/La Cima Refunding Bonds	-	-	(3,529,570)	(3,529,570)
3. Debt paid from Unencumbered Fund Balance	(5,340,000)	-	-	(5,340,000)
Debt Payments Less Special Revenue Sources	42,648,832	2,264,741	-	44,913,573

AGENDA ITEM REQUEST FORM: G. 5.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Villarreal-Alonzo

Sponsor: Villarreal-Alonzo

Agenda Item

Accept the delivery of the Auditor's Office Quarterly Internal Examination Reports. **VILLARREAL-ALONZO**

Summary

See the attached Quarterly Internal Examination Report for the Tax Office Refunds issued from July 2025 to Sept 2025.

Attachments

Quarterly Internal Examination Report for Tax Office Refunds

OFFICE OF THE COUNTY AUDITOR
712 South Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666

Marisol Villarreal-Alonzo, CPA
County Auditor
marisol.alonzo@hayscountytx.gov

512-393-2283
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www.hayscountytx.gov

Luis Pompa
Assistant County Auditor
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April 22, 2026

Honorable Jennifer Escobar
Hays County Tax Assessor-Collector
712 South Stagecoach Trail, Ste. 1120
San Marcos, Texas 78666

Dear Honorable Jennifer Escobar:

In accordance with subsection 115.002 and 115.004 of Texas Local Government Code, the Hays County Auditor's Office performed an internal examination of the records of the Hays County Tax Office. The scope of the internal examination consisted of reviewing a sampling of refunds issued by the office during the period of July 1, 2025, to September 30, 2025.

Based on the internal examination, except for the following findings and recommendations, refunds issued appear to be properly authorized, accurately calculated and applied to the proper tax year, in accordance with Texas Tax Code §26.15 Correction of Tax Roll, §31.11 Refunds of Overpayments or Erroneous Payments, and §31.111 Refunds of Duplicate Payments.

#1 For one of thirty-six refunds reviewed, one refund check was issued for the incorrect amount.
The Hays County Tax Office did not accurately correct the effective dates of 2024 tax year payments. The taxpayer submitted initial payment via mail on January 27, 2025. That payment was not processed and applied to the taxpayers account, resulting in an assessment of penalties and interest. The taxpayer re-issued payment for the initial amount on May 28, 2025. The taxpayer submitted payment for the penalties and interest in the amount of $152,696.57 on June 6, 2025 alongside proof of delivery of the initial payment. The Hays County Tax Office backdated the payment for penalties and interest after reviewing the proof of delivery, rather than the re-issued initial payment. Upon inquiry by the Auditor's Office, the Hays County Tax Office reviewed the account and confirmed the re-issued initial payment's effective date should have been corrected to January 31, 2025 as well. Auditors confirmed the Hays County Tax Office correctly applied the re-issued initial payment on January 15, 2026. As a result, an additional refund was due to the taxpayer of $132,779.64. The Hays County Tax Office issued a portion of the additional refund in conjunction with a tax supplement provided by the Hays Central Appraisal District. Per the Orion tax system, the remaining overpayment refund due is $119,365.95.

Recommendation
The Hays County Auditor's Office recommends the Hays County Tax Office review their procedures to ensure all applicable payments are corrected when necessary and refunds are fully processed. Failure to review and correct all applicable payment effective dates increases the likelihood that tax bills and refunds are incorrectly calculated.

Management Response
The Property Tax Manager will review the correct procedures for re-issued payments at our next monthly staff meeting as well as in October/November prior to the beginning of the next tax season.

#2 One tax bill not applying limitation on appraised value of homestead.
The year-over-year value increase limitation calculation as set forth by §23.23(2)(a) of the Texas Tax Code for 2024 tax year was inaccurately excluded from a resolved protest property assessment and an additional refund of $312.14 is due to the taxpayer. The Hays County Tax Office and the Hay County Appraisal District reviewed the account and confirmed a correction is required. Auditors reviewed the account and as the date of this letter no correction supplement has been loaded on the account.

Recommendation
The Hays County Auditor's Office recommends the Hays County Tax Office review refunds, exemptions, and supplements from the Hays County Appraisal District for accuracy. In addition, the Hays County Tax Office should ensure it consistently follows up on expected supplemental tax roll corrections in a timely manner.

Management Response
The Tax Office acknowledges that additional review for refunds and exemptions, especially as it relates to supplements is needed; however, there are not currently enough resources to perform reviews to the level the Auditor's Office recommends. The Tax Office continually evaluates our needs for staffing to provide the level of service both to our taxpayers and to the Auditor's Office and Commissioner's Court we believe is necessary to promote confidence in our work. As a result of the perceived and real shortcomings of our current review process, we are requesting an additional Property Tax Specialist in our 2026-2027 Budget Request to help balance the duties over multiple staff and provide assurance in our refund/exemption/supplement process.

We appreciate the cooperation and assistance provided to my Office during the internal examination.

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor
pm/jc

AGENDA ITEM REQUEST FORM: G. 6.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Villarreal-Alonzo

Sponsor: Judge Becerra

Agenda Item

Approve the payment of the May 15, 2026 payroll disbursements in an amount not to exceed $4,600,000.00 effective May 15, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/VILLARREAL-ALONZO**

Summary

AGENDA ITEM REQUEST FORM: G. 7.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Villarreal-Alonzo

Sponsor: Judge Becerra

Agenda Item

Approve the payment of the May 29, 2026 payroll disbursements in an amount not to exceed $5,800,000.00 effective May 29, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/VILLARREAL-ALONZO**

Summary

AGENDA ITEM REQUEST FORM: G. 8.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Tenorio

Sponsor: Judge Becerra

Agenda Item

Approve the March 2026 Treasurer's Report. **BECERRA/TENORIO**

Summary

Attachments

Treasurer's Report

Hays County Treasurer's Report: Sage Capital Bank Funds Summary - March 2026

OPERATING FUNDS-Checking Accounts	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General Fund	$ 7,539,978.73	$ 9,740.82	$ 5,246,800.08	$ 5,307,950.94	$ 14,360,849.23	$ -	$ 3,743,621.34	$ 133,343,383.12	$ 137,087,004.46
Distribution Clearing Account	$ 149,634.50	$ 3,148.82	$ 8,992,254.14	$ -	$ 9,341,182.55	$ -	$ (196,145.09)	$ 3,841,922.34	$ 3,645,777.25
Payroll Clearing Account	$ 3,463,849.04	$ 8,929.93	$ 11,413,438.00	$ 10,100,000.00	$ 9,978,469.34	$ 4,600,000.00	$ 10,407,747.63	$ 8,770,944.54	$ 19,178,692.17
Credit Card Fee Fund	$ 332,953.03		$ 804,467.40		$ 597,965.51		$ 539,454.92	$ -	$ 539,454.92
Road and Bridge General Fund	$ 2,105,816.31	$ 3,025.70	$ 270,063.33	$ 2,740,018.93	$ 4,073,174.61	$ -	$ 1,045,749.66	$ 18,484,472.35	$ 19,530,222.01
Medical and Dental Fund	$ 730,519.23	$ 2,012.15	$ 1,631,981.01	$ 2,131,635.79	$ 3,947,981.71	$ -	$ 548,166.47	$ 10,948,712.29	$ 11,496,878.76
Sheriff's Drug Forfeiture Fund	$ 5,637.20	$ 42.22	$ 25,101.50	$ -	$ -	$ -	$ 30,780.92	$ 86,085.42	$ 116,866.34
Sheriff's Federal Discretionary Fund	$ 193,207.72	$ 313.47	$ 1,040.33	$ -	$ -	$ -	$ 194,561.52	$ -	$ 194,561.52
District Attorney Drug Forfeiture Fund	$ 235,254.40	$ -	$ 18,587.85	$ -	$ 2,444.20	$ -	$ 251,398.05	$ 75,242.79	$ 326,640.84
District Attorney Hot Check Fee Fund	$ 5,060.24	$ 8.52	$ 222.74	$ -	$ -	$ -	$ 5,291.50	$ -	$ 5,291.50
Constable 2 Drug Forfeiture Fund	$ 369.56	$ 0.60	$ -	$ -	$ -	$ -	$ 370.16	$ -	$ 370.16
Family Health Services Fund	$ 418,570.55	$ 624.83	$ 38,417.02	$ -	$ 186,826.97		$ 270,785.43	$ 1,117,368.04	$ 1,388,153.47
Juvenile Detention Center Fund	$ 264,793.25	$ 406.24	$ 397,127.15	$ -	$ 425,841.21	$ -	$ 236,485.43	$ 530,722.05	$ 767,207.48
Tobacco Settlement Fund	$ 163,220.32	$ 264.62	$ -	$ -	$ 1,116.00	$ -	$ 162,368.94	$ -	$ 162,368.94
HC Local Provider Participation Fund	$ 991,589.95	$ 10,909.55	$ 6,796,723.00	$ -	$ -	$ -	$ 7,799,222.50	$ 477.28	$ 7,799,699.78
Energy Efficiency Project Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
School Safety Zone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Help America Vote Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Coronavirus Relief Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Emergency Rental Assistance Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
American Recovery Plan Fund	$ 6,177.01	$ 10.02	$ -	$ 87,099.74	$ 87,099.74	$ -	$ 6,187.03	$ 3,864,245.97	$ 3,870,433.00
Local Assistance & Tribal Consistency ARPA Fund	$ 285.42	$ 0.46	$ -	$ -	$ -	$ -	$ 285.88	$ 95,738.19	$ 96,024.07
Opioid Abatement Program Fund	$ 220,179.17	$ 367.40	$ 40,899.19	$ -	$ 7,571.31	$ -	$ 253,874.45	$ -	$ 253,874.45
Historical Commission Trust Fund	$ 6,722.04	$ 10.75	$ -	$ -	$ 396.95	$ -	$ 6,335.84	$ 153,005.35	$ 159,341.19

CONSTRUCTION FUNDS-Checking Accounts	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
Certificates of Obligation 2009	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Parks Bond 2011	$ 43,893.95	$ 71.19	$ -	$ -	$ -	$ -	$ 43,965.14	$ 2,501.62	$ 46,466.76
Priority Road Bond Series 2011	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Limited Tax Bond Series 2017	$ 905.36	$ 1.47	$ -	$ 1,615.00	$ 1,615.00	$ -	$ 906.83	$ 657,705.27	$ 658,612.10
Road Construction Bond 2017	$ -						$ -	$ -	$ -
Road Construction Bond 2019	$ 13,379.22	$ 21.70	$ -	$ 189,656.00	$ 189,656.00	$ -	$ 13,400.92	$ 14,131,718.52	$ 14,145,119.44
Parks Bond 2021	$ 6,605.97	$ 10.71	$ -	$ 596,166.86	$ 596,166.86	$ -	$ 6,616.68	$ 13,218,723.41	$ 13,225,340.09
Limited Tax Bond Series 2022 (PB 22)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 29,138,671.13	$ 29,138,671.13
Certificates of Obligation 2025	$ 10,386.33	$ 16.85	$ -	$ 1,052,318.59	$ 1,052,318.59	$ -	$ 10,403.18	$ 198,708,207.52	$ 198,718,610.70
Certificates of Obligation 2026	$ 0.03	$ -	$ -	$ -	$ -	$ -	$ 0.03	$ 99,081,500.18	$ 99,081,500.21
Texas Water Development Board Escrow	$ 75,530.91	$ 122.32	$ -	$ -	$ 1,838.75	$ -	$ 73,814.48	$ -	$ 73,814.48
FM 110 Trans Reinvestment Zone No. 1 Fund	$ 4,026,929.98	$ 6,318.15	$ -	$ -	$ 2,103,187.10	$ -	$ 1,930,061.03	$ 29,122,510.33	$ 31,052,571.36
La Cima NBHD Improvement Area No. 1	$ 830,218.63	$ 521.87	$ 3,097,389.79	$ -	$ 3,562,065.41	$ -	$ 366,064.88	$ -	$ 366,064.88
CDBG Disaster Recovery Program Fund	$ 21.56	$ 9.54	$ 6,250.00	$ -	$ -	$ -	$ 6,281.10	$ -	$ 6,281.10
LCRA Service Fee Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ORCA Cedar Oaks Mesa Fund	$ 14.43	$ 0.02	$ -	$ -	$ -	$ -	$ 14.45	$ -	$ 14.45

INTEREST AND SINKING FUNDS									
Hays County Interest & Sinking Fund	$ 1,688,387.01	$ 2,736.83	$ -	$ -	$ 1,575.00	$ -	$ 1,689,548.84	$ 36,658,570.61	$ 38,348,119.45
Sage Capital Fund Totals	**$ 23,530,091.05**	**$ 49,646.75**	**$ 38,780,762.53**	**$ 22,206,461.85**	**$ 50,519,342.04**	**$ 4,600,000.00**	**$ 29,447,620.14**	**$ 602,032,428.32**	**$ 631,480,048.46**

Hays County Treasurer's Report
Investments Summary For The Month of March 2026

All Sage Capital Funds (See Treasurer's Report: Grand Totals Pg. 1)	Bal. 02/28/2026	Interest	Deposits	Debits	Bal. 03/31/2026
Sage All Funds (see Page 1)	$ 23,530,091.05	$ 49,646.75	$ 60,987,224.38	$ 55,119,342.04	$ 29,447,620.14

TEXPOOL **Average Monthly Rate** 3.6700% **Net Asset Value** 0.99996

Description	Bal. 02/28/2026	Interest	Deposits	Debits	Bal. 03/31/2026
General Fund	$ 89,634,779.70	$ 281,595.06	$ 1,911,555.27	$ 5,307,950.94	$ 86,519,979.09
Distribution Clearing Account	$ 3,829,976.55	$ 11,945.79	$ -	$ -	$ 3,841,922.34
Payroll Clearing Account	$ 14,231,266.00	$ 39,678.54	$ 4,600,000.00	$ 10,100,000.00	$ 8,770,944.54
Road and Bridge General Fund	$ 18,094,280.71	$ 48,946.57	$ 300,248.96	$ 2,740,018.93	$ 15,703,457.31
Medical and Dental Fund	$ 7,674,918.58	$ 20,971.96	$ 81,499.12	$ 2,213,134.91	$ 5,564,254.75
Sheriff's Drug Forfeiture Fund	$ -	$ -	$ -	$ -	$ -
District Attorney Drug Forfeiture Fund	$ -	$ -	$ -	$ -	$ -
Constable 2 Drug Forfeiture Fund	$ -	$ -	$ -	$ -	$ -
Health Services Grants Fund	$ 1,113,308.99	$ 3,472.44	$ -	$ -	$ 1,116,781.43
Juvenile Detention Center Fund	$ 529,071.83	$ 1,650.22	$ -	$ -	$ 530,722.05
Tobacco Settlement Fund	$ -	$ -	$ -	$ -	$ -
HC Local Provider Participation Fund	$ -	$ -	$ -	$ -	$ -
Energy Efficiency Project Fund	$ -	$ -	$ -	$ -	$ -
Coronavirus Relief Fund	$ -	$ -	$ -	$ -	$ -
Emergency Rental Assistance Fund	$ -	$ -	$ -	$ -	$ -
American Recovery Plan Fund	$ 3,939,197.59	$ 12,148.12	$ -	$ 87,099.74	$ 3,864,245.97
Local Assistance & Tribal Consistency ARPA Fund	$ 95,440.50	$ 297.69	$ -	$ -	$ 95,738.19
Opioid Abatement Program Fund	$ -	$ -	$ -	$ -	$ -
Historical Commission Trust	$ -	$ -	$ -	$ -	$ -
Certificates of Obligation 2009	$ -	$ -	$ -	$ -	$ -
Parks Bond 2011	$ 2,485.30	$ 7.75	$ -	$ -	$ 2,493.05
Priority Road Bond Series 2011	$ -	$ -	$ -	$ -	$ -
Limited Tax Bonds Series 2017	$ 657,270.52	$ 2,049.75	$ -	$ 1,615.00	$ 657,705.27
Road Construction Bond 2017	$ -	$ -	$ -	$ -	$ -
Road Construction Bond 2019	$ 14,277,200.00	$ 44,174.52	$ -	$ 189,656.00	$ 14,131,718.52
Parks Bond 2021	$ 13,772,421.02	$ 42,469.25	$ -	$ 596,166.86	$ 13,218,723.41
Limited Tax Bond Series 2022 (PB 22)	$ 29,048,069.56	$ 90,601.57	$ -	$ -	$ 29,138,671.13
Certificates of Obligation 2025	$ 199,140,021.87	$ 620,504.24	$ -	$ 1,052,318.59	$ 198,708,207.52
Certificates of Obligation 2026	$ 98,773,423.69	$ 308,076.49	$ -	$ -	$ 99,081,500.18
FM 110 Trans Reinvestment Zone No 1 Fund	$ 3,770,587.09	$ 11,760.59	$ -	$ -	$ 3,782,347.68
LCRA Service Fee Fund	$ -	$ -	$ -	$ -	$ -
Hays County Interest & Sinking Fund	$ 26,492,892.08	$ 83,908.66	$ 776,478.18	$ -	$ 27,353,278.92
All TexPool Funds	$ 525,076,611.58	$ 1,624,259.21	$ 7,669,781.53	$ 22,287,960.97	$ 512,082,691.35

Hays County Treasurer's Report
Investments Summary For The Month of March 2026

CLASS - MBIA **Average Monthly Rate** 3.7762% **Net Asset Value** $ 0.99986

Description	Bal. 02/28/2026	Interest	Deposits	Debits	Bal. 03/31/2026
General Fund	$ 21,509,250.26	$ 69,088.34	$ -	$ -	$ 21,578,338.60
Road and Bridge General Fund	$ 2,168,615.39	$ 6,965.66	$ -	$ -	$ 2,175,581.05
Sheriff's Drug Forfeiture Fund	$ 85,809.81	$ 275.61	$ -	$ -	$ 86,085.42
District Attorney Drug Forfeiture Fund	$ 74,924.95	$ 240.65	$ -	$ -	$ 75,165.60
HC Local Provider Participation Fund	$ 475.73	$ 1.55	$ -	$ -	$ 477.28
Historical Commission Trust	$ 152,506.55	$ 489.85	$ -	$ -	$ 152,996.40
Certificates of Obligation 2009	$ -	$ -	$ -	$ -	$ -
Parks Bond 2011	$ 8.57		$ -	$ -	$ 8.57
Priority Road Bond Series 2011	$ -		$ -	$ -	$ -
FM 110 Trans Reinvestment Zone No 1 Fund	$ 25,259,029.93	$ 81,132.72	$ -	$ -	$ 25,340,162.65
Hays County Interest & Sinking Fund	$ 7,158,989.66	$ 22,994.88	$ -	$ -	$ 7,181,984.54
CLASS - MBIA All Funds	$ 56,409,610.85	$ 181,189.26	$ -	$ -	$ 56,590,800.11

LOGIC **Average Monthly Rate** 3.7875% **Net Asset Value** $ 0.99982

Description	Bal. 02/28/2026	Interest	Deposits	Debits	Bal. 03/31/2026
General Fund	$ 13,748,594.87	$ 44,222.29	$ -	$ -	$ 13,792,817.16
Road and Bridge General Fund	$ 603,492.87	$ 1,941.12	$ -	$ -	$ 605,433.99
Medical and Dental Fund	$ 5,367,193.97	$ 17,263.57	$ -	$ -	$ 5,384,457.54
District Attorney Drug Forfeiture Fund	$ 76.92	$ 0.27	$ -	$ -	$ 77.19
Health Services Grants Fund	$ 46.67	$ 0.04	$ -	$ -	$ 46.71
Family Health Services Fund	$ 538.08	$ 1.82	$ -	$ -	$ 539.90
Historical Commission Trust Fund	$ 8.95	$ -	$ -	$ -	$ 8.95
Certificates of Obligation 2009	$ -	$ -	$ -	$ -	$ -
Hays County Interest & Sinking Fund	$ 2,116,499.44	$ 6,807.71	$ -	$ -	$ 2,123,307.15
LOGIC All Funds	$ 21,836,451.77	$ 70,236.82	$ -	$ -	$ 21,906,688.59

Hays County Treasurer's Report
Investments Summary For The Month of March 2026

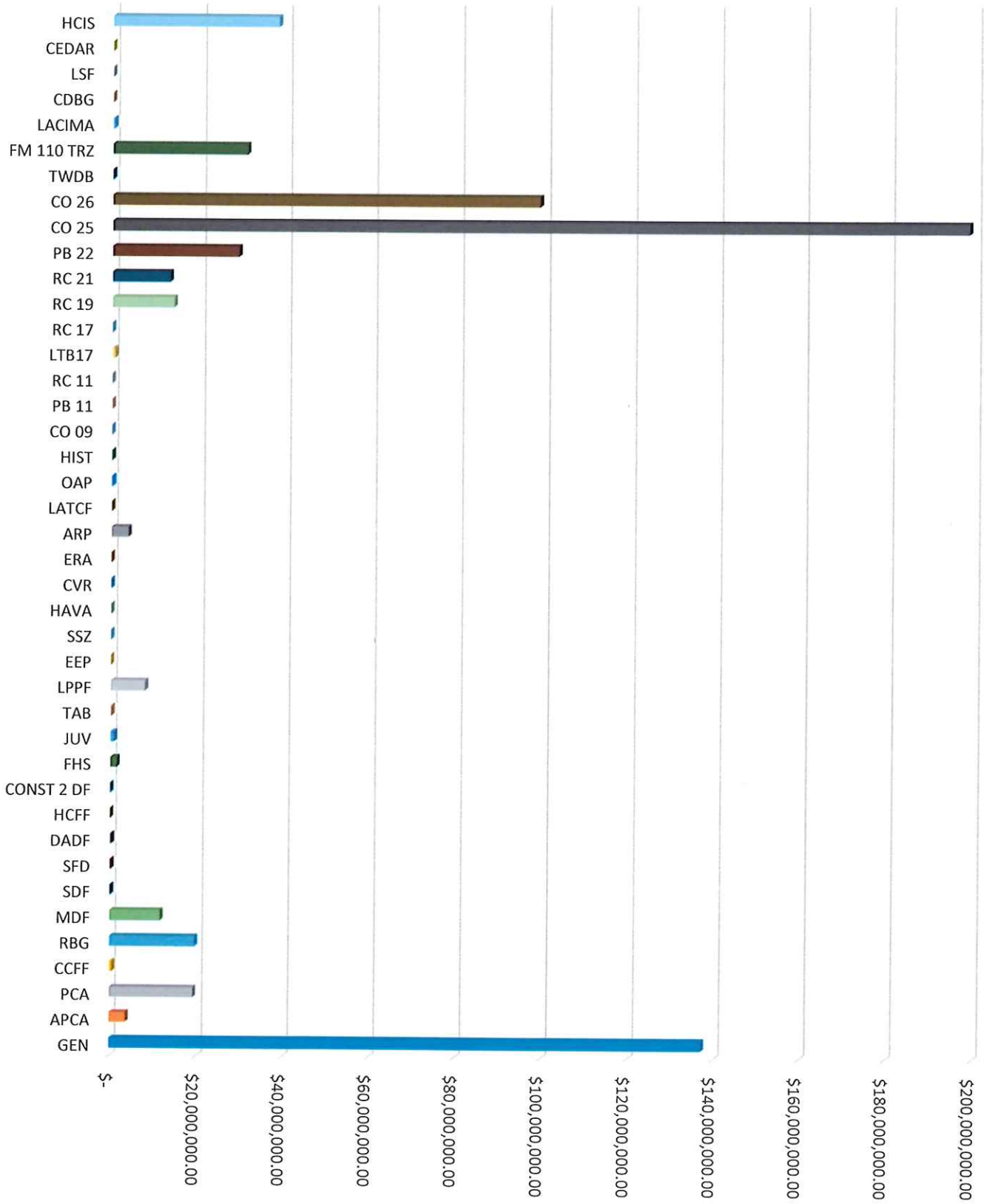
CERTIFICATES OF DEPOSITS

Description	Fund	Yield/ Maturity	Bal. 02/28/2026 Par Value	Bal. 02/28/2026 Book Value	Transactions Purchases	Transactions Maturities	Bal. 03/31/2026 Par Value	Bal. 03/31/2026 Book Value
Broadway Bank	General Fund	2.820% 04/01/26	$ 4,477,021.88	$ 4,477,021.88		$ 4,477,021.88	$ 4,477,021.88	$ 4,477,021.88
Sunflower Bank	General Fund	3.494% 05/20/26	$ 2,301,300.51	$ 2,301,300.51			$ 2,301,300.51	$ 2,301,300.51
Sunflower Bank	General Fund	3.494% 05/20/26	$ 4,673,925.88	$ 4,673,925.88			$ 4,673,925.88	$ 4,673,925.88
TOTAL			**$ 11,452,248.27**	**$ 11,452,248.27**	$ -	**$ 4,477,021.88**	**$ 11,452,248.27**	**$ 11,452,248.27**
BENCHMARK	*CURENT 90 DAY TREASURY BILL YIELDING RATE*						**3.6100%**	

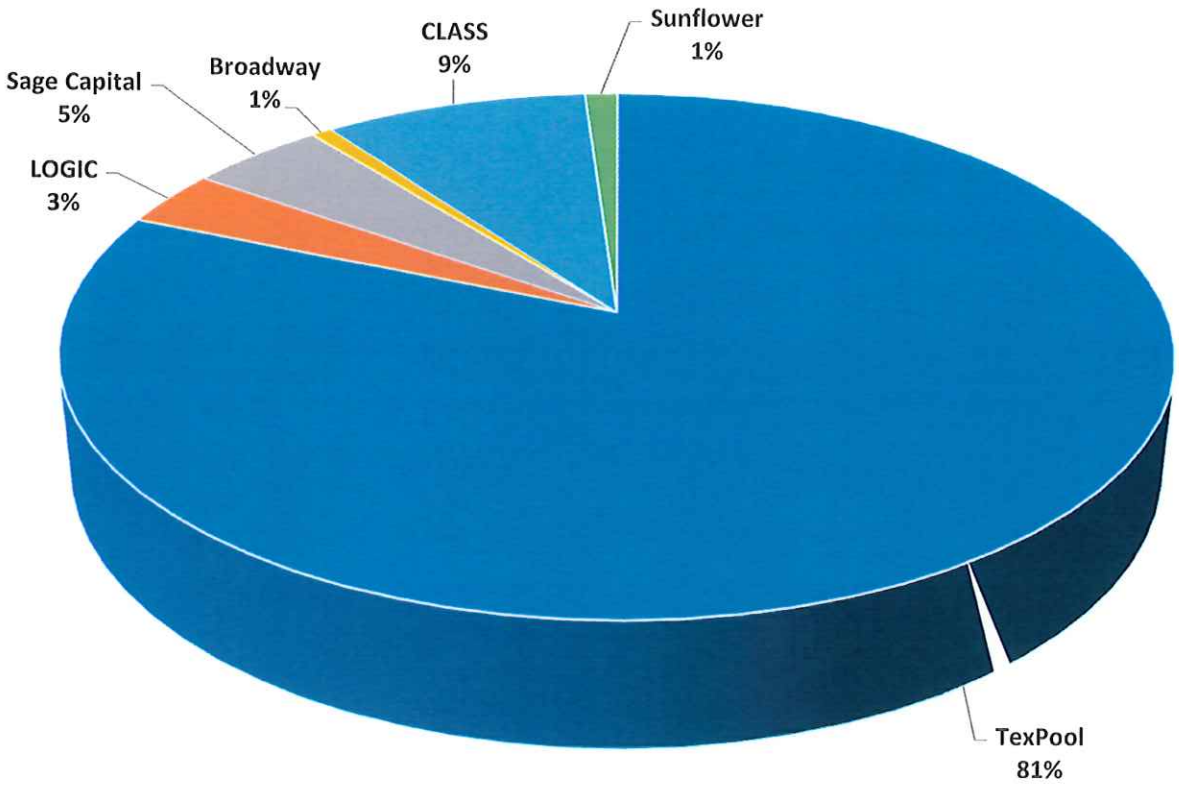
March 2026 Total Fund Balance: $ 631,480,048.46

Summarization	Bal. 02/28/2026	Bal. 03/31/2026	Difference
Sage Capital Bank	$ 23,530,091.05	$ 29,447,620.14	$ 5,917,529.09
TexPool	$ 525,076,611.58	$ 512,082,691.35	$ (12,993,920.23)
Class-MBIA	$ 56,409,610.85	$ 56,590,800.11	$ 181,189.26
LOGIC	$ 21,836,451.77	$ 21,906,688.59	$ 70,236.82
Certificate of Deposits	$ 11,452,248.27	$ 11,452,248.27	$ -
Total Fund Balances	$ 638,305,013.52	$ 631,480,048.46	$ (6,824,965.06)

Fund Account Balances: March 31, 2026



Investment Allocation Totals:
March 2026



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

Daphne Tenorio, Hays County Treasurer

Marisol Villarreal-Alonzo, Hays County Auditor

AGENDA ITEM REQUEST FORM: G. 9.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Aaron Jones

Sponsor: Commissioner Smith

Co-Sponsor: Commissioner Hammer

Agenda Item

Approve Utility Permits. **SMITH/HAMMER/A.JONES**

Summary

- TRN-2026-10853-UTL (Pct.4) /
- TRN-2026-10865-UTL (Pct.3) /
- TRN-2026-10885-UTL (Pct.4)
- See attachments for details

Attachments

Permit
Site Plan
Permit
Site Plan
Permit
Site Plan

Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 6/30/2026 .

Utility Company Information:

Name:
Address: 9228 Tuscany Austin TX
Phone: 5124071546
Contact Name: Hudson Courtney

Engineer / Contractor Information:

Name: Entrust Solutions Group
Address: 9442 Capital of Texas Highway N Plaza Austin TX 78759
Phone: 6309676764
Contact Name: Philip Doll

Hays County Information:

Utility Permit Number: TRN-2026-10853-UTL
Type of Utility Service: Natural gas pipeline
Project Description:
Road Name(s): Trautwein Rd
Subdivision:
Commissioner Precinct:

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

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

Signature Title Date

Texas Gas Service™
A Division of ONE Gas

JULEP WEST
GAS MAIN RELOCATION
MAOP: 450 PSIG

LOCATION MAP N.T.S.
AUSTIN, TX

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
1	COVER SHEET
2	SYMBOLOGY
3	SITE PLAN
4	TRAUTWEIN RD (STA 9+50 TO STA 11+00)
5	TRAFFIC CONTROL PLAN DETAIL & TEST STATION (BELOW GROUND) DETAIL
6	BILL OF MATERIALS

PERMITS REQUIRED FOR CONSTRUCTION
- ☐ NO PERMITS REQUIRED
- ☐ TXDOT
- ☒ COUNTY: HAYS
- ☐ CITY OF AUSTIN
  - ☐ AULCO
  - ☐ SITE PLAN EXEMPTION
- ☐ OTHER:

TOTAL WORK ORDER QUANTITIES	
TOTAL PIPE INSTALLATION	QTY
4" CST, 0.237WT, X52, FBE (OPEN TRENCH)	81'

UTILITY LOCATIONS SHOWN ON PLAN ARE BASED ON FIELD AND DOCUMENT RESEARCH AND MAY BE NEITHER ACCURATE NOR COMPLETE. CONTRACTOR IS FULLY RESPONSIBLE FOR PHYSICALLY LOCATING THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES IN THE CONSTRUCTION VICINITY PRIOR TO ANY WORK.

Texas 811
Know what's below. Call before you dig.

PROJECT INFORMATION:

OWNER:
TEXAS GAS SERVICE

CONTACT:
HUDSON COURTNEY
9228 TUSCANY WAY
AUSTIN, TX 78754
(512) 407-1546 (OFFICE)
HUDSON.COURTNEY@ONEGAS.COM

SUBMITTAL PREPARED BY:

ENengineering
9442 CAPITAL OF TEXAS HIGHWAY, NORTH PLAZA 1, SUITE 544
AUSTIN, TX. 78759
TEL. 630-353-4000
FAX 630-353-7777
WWW.ENENGINEERING.COM
TX BOARD FIRM # – 11507

SEALED BY:
STATE OF TEXAS
PHILIP DOLL
135223
LICENSED PROFESSIONAL ENGINEER
SIGNATURE
04-16-2026
DATE

ISSUED FOR PERMIT

CONTACT:
ALEXANDER FIDLER, PROJECT ENGINEER
PHONE:
(787) 275-7759 (OFFICE)

MWO # 2025-1001509907
CUE # 52042

NOTES
1. DESIGN PRESSURE NOT TO EXCEED TGS STANDARDS & SPECIFICATIONS OR PIPE MANUFACTURER LIMITATIONS.
2. DESIGN PRESSURE NOT TO EXCEED DESIGN LIMITATIONS FOR STEEL PIPE AS LISTED PER CFR 192.112 AND FOR PLASTIC PIPE AS LISTED PER CFR 192.123
3. IF GAS TEMPERATURES ABOVE 73F ARE EXPECTED, CALCULATIONS ARE TO BE REVISED.
4. CONTRACTOR MUST OBTAIN PERMISSION FROM AFFECTED PROPERTY OWNERS FOR ANY CONSTRUCTION RELATED ACTIVITY THAT MAY ENCROACH ON ADJACENT PRIVATE PROPERTY.
5. CONTRACTOR IS FULLY RESPONSIBLE FOR PHYSICALLY LOCATING (POTHOLING) THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES CROSSING IN BORE PATH PRIOR TO BORING.
6. A MIN 2' VERTICAL AND 2' HORIZONTAL CLEARANCE IS REQUIRED BETWEEN PROPOSED GAS AND EXISTING UTILITIES.

EXISTING RIGHT OF WAY

EXISTING EASEMENT

EXISTING CENTERLINE

EXISTING LOT LINES

EXISTING PAVEMENT

EXISTING FLOODPLAIN

EXISTING WATER EDGE

RWL — EXISTING REUSE WATER LINE

CW — EXISTING CHILLED WATER LINE

WL — EXISTING WATER (DOUBLE LINE WHEN ≥ 24")

WW — EXISTING WASTE WATER (DOUBLE LINE WHEN ≥ 15")

SD — EXISTING STORM DRAIN (DOUBLE LINE WHEN ≥ 18")

OE — EXISTING OVERHEAD ELECTRIC

UE — EXISTING UNDERGROUND ELECTRIC

OT — EXISTING OVERHEAD TELEPHONE LINE

UT — EXISTING UNDERGROUND TELEPHONE LINE

UC — EXISTING UNDERGROUND COMMUNICATION LINE

UF — EXISTING UNDERGROUND FIBER LINE

TS — EXISTING UNDERGROUND TRAFFIC SIGNAL

X — EXISTING FENCE

EXISTING GUARDRAIL

EXISTING RAILROAD

999 — EXISTING CONTOUR

MP2PE — EXISTING GAS MAIN

MP2PE — RETIRED GAS MAIN

SV2PE — EXISTING GAS SERVICE

SV2PE — RETIRED GAS SERVICE

DETAIL – EXISTING GAS MAIN

DETAIL – EXISTING GAS MAIN (UNDERGROUND)

EXISTING RETIREMENT MARK

EXISTING REDUCER

EXISTING TRANSITION FITTING

EXISTING GAS VALVE

EXISTING PIPE CROSSING

EXISTING CAP

EXISTING FLOW ARROW

EXISTING REG STATION

PROPOSED GAS MAIN (BORE/INSERT)

PROPOSED GAS MAIN (OPEN TRENCH)

PROPOSED GAS SERVICE (BORE/INSERT)

PROPOSED GAS SERVICE (OPEN TRENCH)

DETAIL – PROPOSED GAS MAIN

DETAIL – PROPOSED GAS MAIN (UNDERGROUND)

PROPOSED REDUCER

PROPOSED TRANSITION FITTING

PROPOSED GAS VALVE

PROPOSED PIPE CROSSING

PROPOSED CAP

PROPOSED FLOW ARROW

PROPOSED PAVEMENT BREAK

PROPOSED BORE PIT

PROPOSED REG STATION

STORM DRAIN INLET

STORM DRAIN MANHOLE

CULVERT END

WASTE WATER MANHOLE

FIRE HYDRANT

REUSE WATER MANHOLE

WATER MANHOLE

WATER VALVE

WATER METER

WATER VAULT

TELEPHONE MANHOLE

COMMUNICATION MANHOLE

FIBER MANHOLE

ELECTRIC MANHOLE

LIGHT POLE

UTILITY POLE

ELECTRIC BOX

UNKNOWN MANHOLE

STREET SIGN

TRAFFIC BARRIER

TREE

BUSH

00+00 — STATION MARK

–AA– SEE MATCHLINE "AA" SHT # XX STATION 00+00 –AA– MATCHLINE

N — NORTH ARROW

GRAPHIC SCALE
XX 0 XX XX XX XX
(IN FEET)
SCALE

ISSUED FOR PERMIT

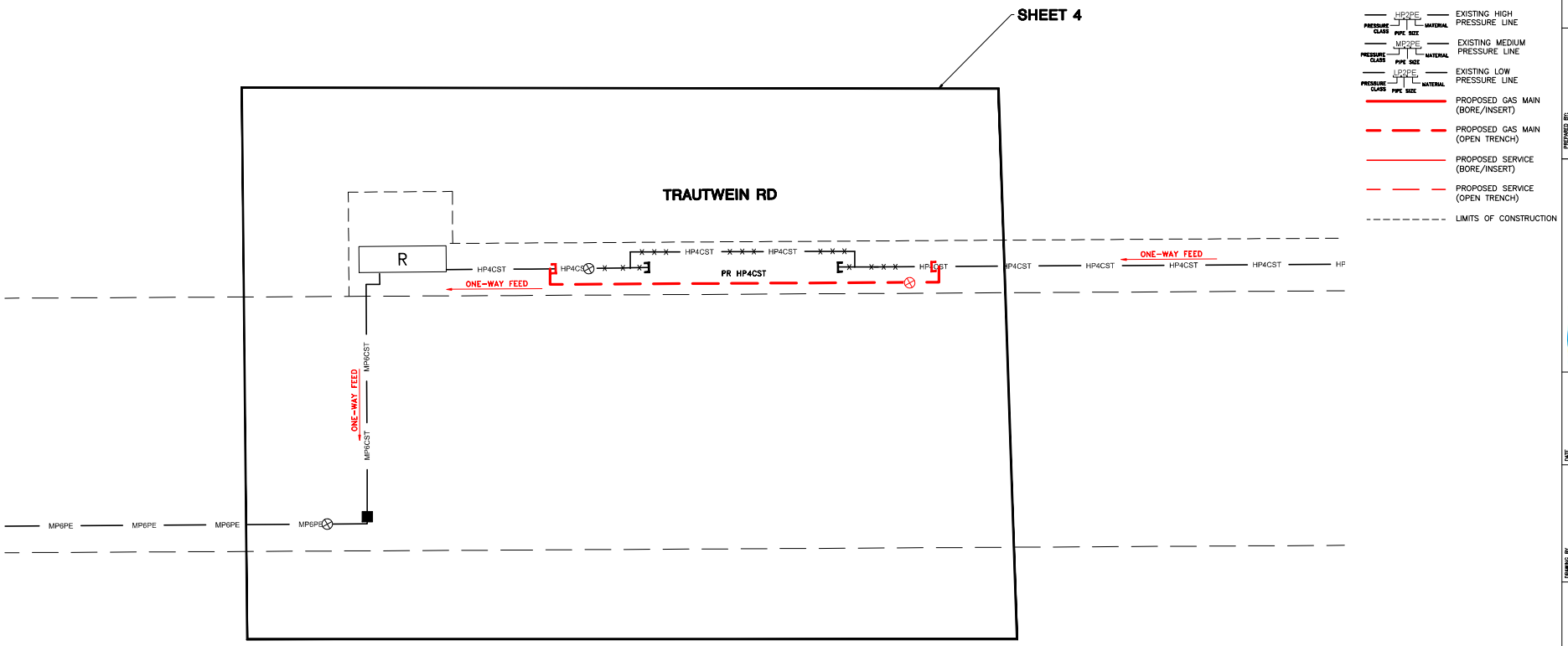
PREPARED BY:
ENGINEERING
9442 CAPITAL OF TEXAS HIGHWAY NORTH
PLAZA 1, SUITE 544 AUSTIN, TX. 78759
TEL. 830-353-4000
FAX. 830-353-4777
WWW.ENGINEERING.COM
TX. BOARD FIRM # - 11507

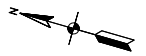
Texas Gas Service
A Division of ONE Gas

DRAWING BY	J. KEARLEY	DATE 4/3/2026
CHECKED BY	K. DAVIDSON	DATE 4/3/2026
APPROVED BY	A. FIDLER	DATE 4/3/2026

JULEP WEST
GAS MAIN RELOCATION
SYMBOLOGY

SCALE NOT TO SCALE
MAPSCO PAGE NO. MAPSCO MAP GRID
ENG. NO. 2511227.36
WORK ORDER NO. 2025-1001509907





LEGEND

- HP2PE — EXISTING HIGH PRESSURE LINE
- MP2PE — EXISTING MEDIUM PRESSURE LINE
- LP2PE — EXISTING LOW PRESSURE LINE
- PROPOSED GAS MAIN (BORE/INSERT)
- PROPOSED GAS MAIN (OPEN TRENCH)
- PROPOSED SERVICE (BORE/INSERT)
- PROPOSED SERVICE (OPEN TRENCH)
- LIMITS OF CONSTRUCTION

ISSUED FOR PERMIT

PREPARED BY:
ENGineering
9442 CAPITAL OF TEXAS HIGHWAY NORTH
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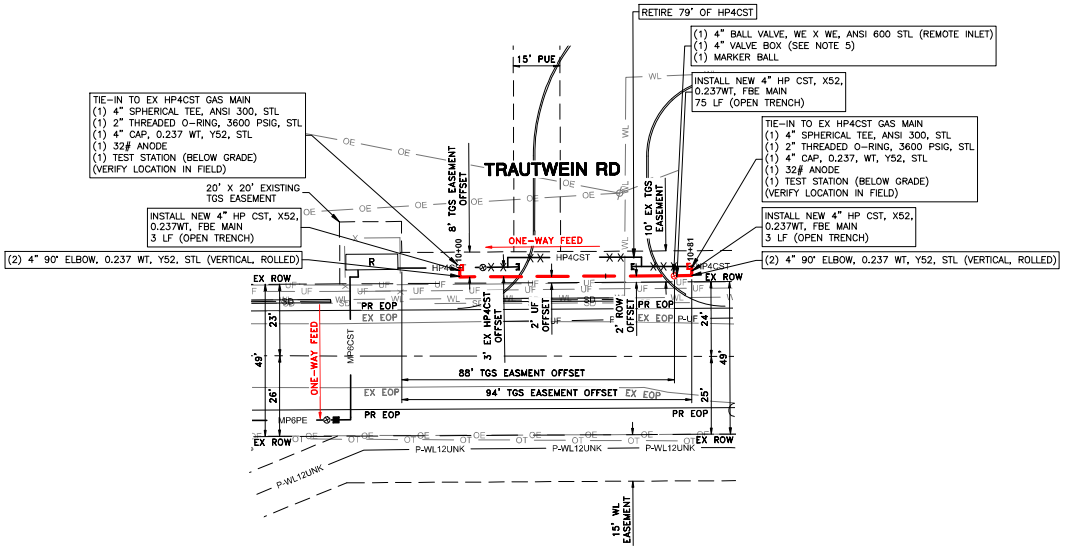
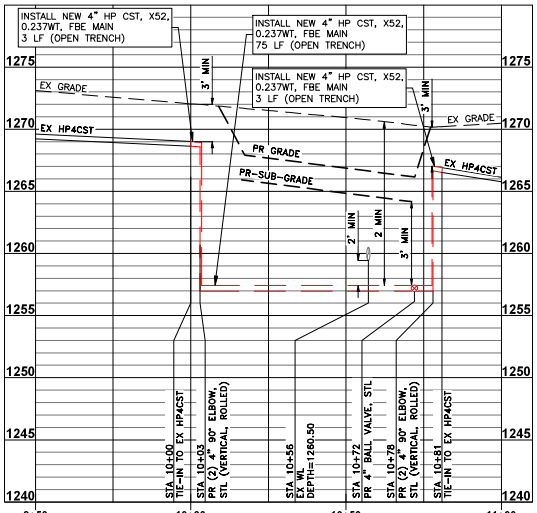
Texas Gas Service™
A Division of ONE Gas

DRAWING BY	J. KEARLEY	DATE 4/3/2026
CHECKED BY	K. DAVIDSON	DATE 4/3/2026
APPROVED BY	A. FIDLER	DATE 4/3/2026
SCALE	NOT TO SCALE	

JULEP WEST
GAS MAIN RELOCATION
SITE PLAN

MAPSCO PAGE NO. MAPSCO	MAP GRID MAP GRID	DR. NO. 2512277.36	WO# 2025-1001509907





PROFILE - TRAUTWEIN RD (STA 9+50 TO STA 11+00)

HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE: 1"=5'

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)

LEGEND

- EXISTING HIGH PRESSURE LINE
- EXISTING MEDIUM PRESSURE LINE
- EXISTING LOW PRESSURE LINE
- PROPOSED GAS MAIN (BORE/INSERT)
- PROPOSED GAS MAIN (OPEN TRENCH)
- PROPOSED SERVICE (BORE/INSERT)
- PROPOSED SERVICE (OPEN TRENCH)

MAINS			
INSTALL			
LENGTH	SIZE	MATERIAL	METHOD
81'	4"	CST	OPEN TRENCH
RETIRE			
LENGTH	SIZE	MATERIAL	
79'	4"	CST	

ASSET TABLE	
ASSET	ASSET #
4" BALL VALVE, CST	9003284919

NOTES:
1. CONTRACTOR MUST OBTAIN PERMISSION FROM AFFECTED PROPERTY OWNERS FOR ANY CONSTRUCTION RELATED ACTIVITY THAT MAY ENCROACH ON ADJACENT PROPERTY.
2. CONTRACTOR IS FULLY RESPONSIBLE FOR PHYSICALLY LOCATING (POTHOLING) THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES CROSSING IN BORE PATHS AND PRIOR TO BORING.
3. A MIN 2' VERTICAL AND 2' HORIZONTAL CLEARANCE IS REQUIRED BETWEEN PROPOSED GAS AND EXISTING UTILITIES.
4. APPROPRIATE EASEMENT/APPROVAL MUST BE SECURED FOR PROJECT AREAS OUTSIDE THE RIGHT OF WAY. NO WORK SHALL BE PERFORMED ON PRIVATE PROPERTY UNTIL RIGHT OF ENTRY AND EASEMENT HAS BEEN OBTAINED.
5. ALL VALVE BOXES LOCATED IN SOFT SURFACE TO INCLUDE A CONCRETE TABILIZNG RING, LOCKING STYLE DEBRIS CAP, AND TWO 1" VALVE BOX EXTENSION RINGS.

ISSUED FOR PERMIT

PREPARED BY:
EVEngineering
9442 CAPITAL OF TEXAS HIGHWAY NORTH
PLAZA 1, SUITE 544 AUSTIN, TX. 78759
TEL: 830-353-4000
FAX: 830-353-4077
WWW.EVENGINEERING.COM
TX BOARD FIRM # - 11507

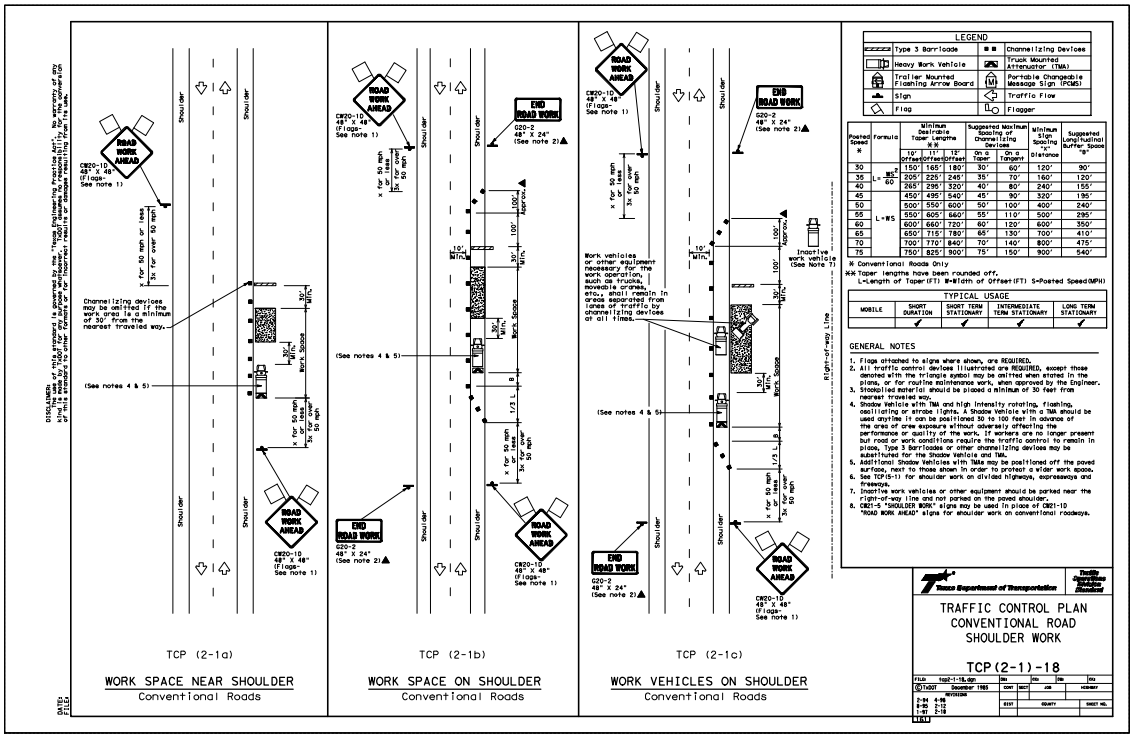
Texas Gas Service™
A Division of ONE Gas

DRAWING BY	J. KEARLEY	DATE 4/3/2026
CHECKED BY	K. DAVIDSON	DATE 4/3/2026
APPROVED BY	A. FIDLER	DATE 4/3/2026
SCALE	AS SHOWN	

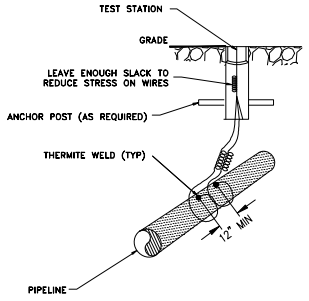
JULEP WEST
GAS MAIN RELOCATION
TRAUTWEIN RD (STA 9+50 TO STA 11+00)

MAP GRID	MAPSCO	MAPSCO PAGE	DR. NO. 2512277.36
WO# 2025-1001509907			

SHEET 4 OF 6



PROFILE VIEW



DETAIL: TEST STATION – BELOW GRADE

SCALE: NONE

ISSUED FOR PERMIT

PREPARED BY:
ENGineering
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Texas Gas Service
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DRAWING BY	J. KEARLEY	DATE 4/3/2026
CHECKED BY	K. DAVIDSON	DATE 4/3/2026
APPROVED BY	A. FIDLER	DATE 4/3/2026
SCALE	NOT TO SCALE	

JULEP WEST
GAS MAIN RELOCATION
TRAFFIC CONTROL PLAN DETAIL & TEST STATION DETAIL

WO# 2025-1001509907 | MAPSCO PAGE NO. MAPSCO MAP GRID | DWG NO. 2512277.36

SHEET 5 OF 6

BILL OF MATERIALS			
QUANTITY	UNIT	MATERIAL NUMBER	DESCRIPTION
81	FT	99-004000160	4" PIPE, STEEL, 0.237 WT, FBE, X52
2	EA	99-134000115	4" SPHERICAL TEE, ANSI 300, STL
2	EA	99-121000150	4" CAP, 0.237 WT, Y52, STL
6	EA	99-122000504	4" 90° ELBOW, 0.237 WT, Y52, STL
2	EA	134000185	2" THREAD O-RING, 3600 PSIG, STL
1	EA	99-164000071	4" BALL VALVE, WE X WE, ANSI 600 STL (REMOTE INLET)
1	EA	070000029	CONCRETE STABLIZING RING
1	EA	070000087	LOCKING STYLE DEBRIS CAP
2	EA	070000026	1" VALVE BOX EXTENSION RING
1	EA	070000021	4" VALVE BOX
1	EA	300000001	MARKER BALL
2	EA	240000050	32# ANODE

PREPARED BY:
EVEngineering
9442 CAPITAL OF TEXAS HIGHWAY NORTH
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TEL: 830-353-4000
FAX: 830-353-7777
WWW.EVENGINEERING.COM
TX BOARD FIRM # - 11507

Texas Gas Service™
A Division of ONE Gas

ISSUED FOR PERMIT

JULEP WEST
GAS MAIN RELOCATION
BILL OF MATERIALS

DRAWING BY	J. KEARLEY	DATE 4/3/2026
CHECKED BY	K. DAVIDSON	DATE 4/3/2026
APPROVED BY	A. FIDLER	DATE 4/3/2026
SCALE	NOT TO SCALE	

WKID 2025-1001509907 | MAPSCO PAGE NO. MAPSCO | MAP GRID | DR. NO. 2512277.36

SHEET
6 OF 6

Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 5/4/2026 .

Utility Company Information:

Name: Charter Communications
Address: 14512 FM 812 Del Valle TX
Phone: 2102501256
Contact Name: Bryan Galpin

Engineer / Contractor Information:

Name: Atwell LLC
Address: 805 Las Cimas Pkwy, Building III, Suite 310 Austin TX 78730
Phone:
Contact Name:

Hays County Information:

Utility Permit Number: TRN-2026-10865-UTL
Type of Utility Service: .625 coax cable
Project Description:
Road Name(s): County Road 101, Ranch Road 12
Subdivision:
Commissioner Precinct:

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

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

Signature Title Date

NOTE:

CHARTER TO WRECK OUT 486' OF AERIAL COAX FROM TOPPED POLE LINE AND BORE 478' OF UNDERGROUND .625 COAX IN 2" CONDUIT 2' FROM EDGE OF ROW.

CONSTRUCTION TO VERIFY LOCATES MINIMUM 3 DAYS PRIOR TO WORK COMMENCING.

JOB NAME PID 6663993 FORCED RELOCATE
ADDRESS/LOCATION 211 W FITZHUGH RD, DRIPPING SPRINGS TX
CONTACT BRYAN GALPIN PHONE 512.393.9882
BILLING ACCT NO.
FIS JO
40/ACRE COORDS 30.249697, -98.059946
AMP WO AMP VERSION
COST CENTER
ROUTING CODE

Charter
ATWELL
SHEET NUMBER 1 OF 1

Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 5/25/2026 .

Utility Company Information:

Name: WTCPUA
Address: 13215 Bee Cave parkway Bee Cave TX
Phone: 5128200081
Contact Name: John Camarillo

Engineer / Contractor Information:

Name:
Address:
Phone:
Contact Name:

Hays County Information:

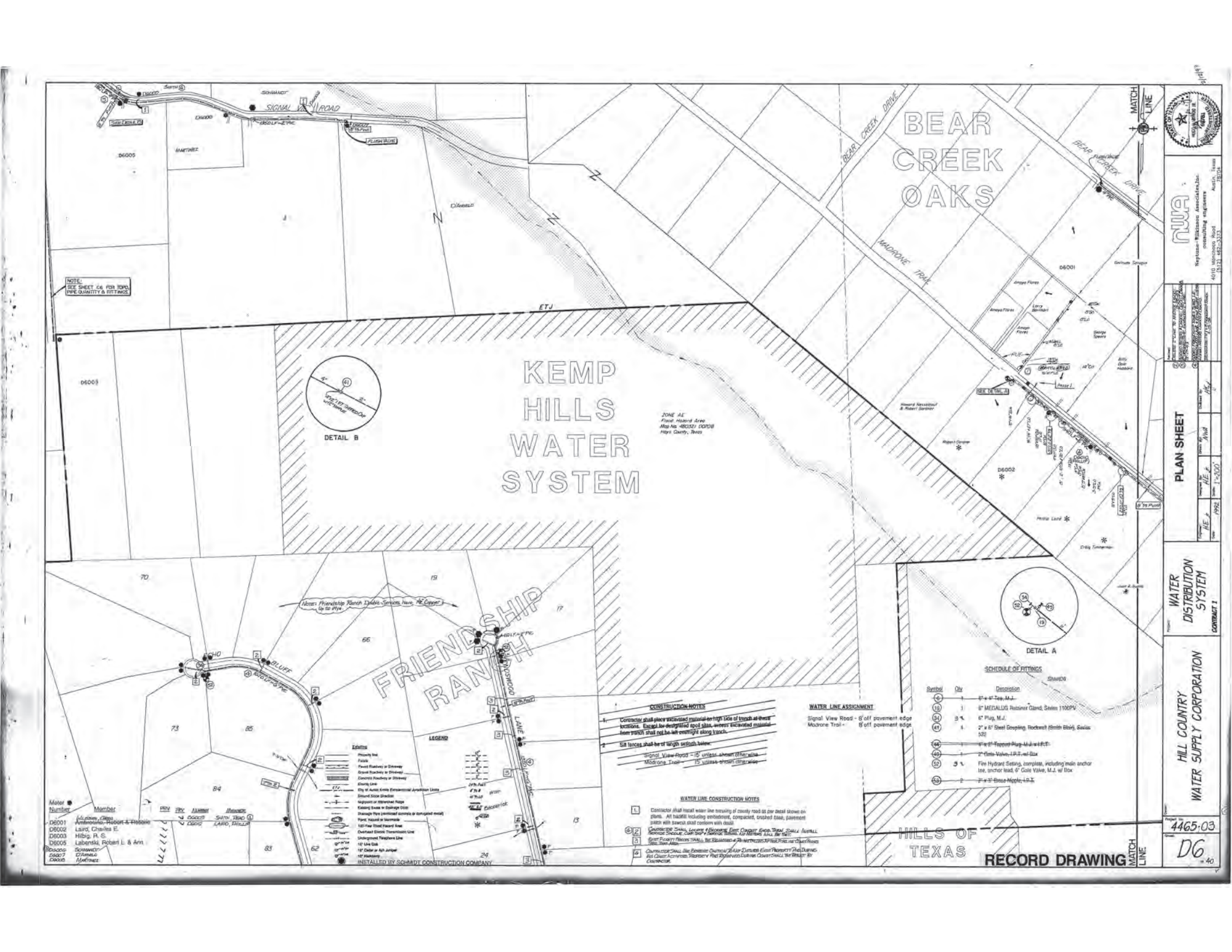
Utility Permit Number: TRN-2026-10885-UTL
Type of Utility Service: water pvc
Project Description:
Road Name(s): S. Madrone Trail
Subdivision:
Commissioner Precinct:

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

☒ Boring ☐ Trenching ☐ Overhead ☐ N/A

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

Signature Title Date


KEMP HILLS WATER SYSTEM
BEAR CREEK OAKS
FRIENDSHIP RANCH
HILLS OF TEXAS
SIGNAL VIEW ROAD
BEAR CREEK DRIVE
MADRONE TRAIL
BLUFF
LAIRD
FOREST LANE
ETJ
NOTE: SEE SHEET C6 FOR TOPO, PIPE QUANTITY & FITTINGS.
DETAIL B
DETAIL A
MATCH LINE
ZONE AE
Flood Hazard Area
Map No. 480321 0070B
Hays County, Texas
CONSTRUCTION NOTES
1. Contractor shall place excavated material on high side of trench at these locations. Except be designated spoil piles, excess excavated material from trench shall not be left overnight along trench.
2. Silt fences shall be of length setback below:
Signal View Road - 15' unless shown otherwise
Madrone Trail - 15' unless shown otherwise
WATER LINE ASSIGNMENT
Signal View Road - 6' off pavement edge
Madrone Trail - 6' off pavement edge
SCHEDULE OF FITTINGS
Symbol | Qty | Description
WATER LINE CONSTRUCTION NOTES
INSTALLED BY SCHMIDT CONSTRUCTION COMPANY
Meter Number | Member
D6001 Ambrosini, Peter & Rosalie
D6002 Laird, Charles E.
D6003 Hilbig, R. S.
D6005 Labenski, Robert L. & Ann
D6006 SCHMIDT
D6007 D'ARNELO
D6008 MARTINEZ
RECORD DRAWING
PLAN SHEET
WATER DISTRIBUTION SYSTEM
CONTRACT 1
HILL COUNTRY WATER SUPPLY CORPORATION
Project No. 4465.03
Sheet D6 of 40
Neptune-Wilkinson Associates, Inc. consulting engineers
4010 Monchoo Road Austin, Texas 78744
(512) 462-3373

AGENDA ITEM REQUEST FORM: G. 10.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Elaine H. Cardenas

Sponsor: Judge Becerra

Agenda Item

Approve Commissioners Court Minutes for April 14, 2026. **BECERRA/CARDENAS**

Summary

Attachments

4.14.26 Minutes

HAYS COUNTY COMMISSIONERS COURT MINUTES

****

APRIL 14, 2026

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 14th DAY OF APRIL A.D., 2026, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	**COUNTY JUDGE**
DEBBIE GONZALES INGALSBE	**COMMISSIONER, PCT. 1**
MICHELLE COHEN	**COMMISSIONER, PCT. 2**
MORGAN HAMMER	**COMMISSIONER, PCT. 3**
WALT SMITH	**COMMISSIONER, PCT. 4**
CHARLENE CARROLL	**DEPUTY COUNTY CLERK**

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Judge Becerra called the meeting to order. Pastor Darius Todd gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags.

PUBLIC COMMENTS

Rodrigo Amaya made a public comment on the reasoning given for the cancellation of Commissioner Court meetings and the continued lack of accountability from the county. Laura Nunn made a public comment in favor of the Clear Water Summit and urged the court to invite the public to future events. Danae Delaney made a public comment concerning the water quality and supply being unprotected. Freddy Rolon, Hays County Emergency Service District No. 5 — Kyle Fire Department, and Susan Meckel, Secretary of Hays County Emergency Service District No. 5, made public comments on the various fees from the Combined Emergency Communication Center that will be affecting all ESD's within the county. Crystal Bertram, Deputy County Clerk, read emailed public comments from the following individuals. Shirley Whitehurst emailed a public comment about the San Marcos Wal - Mart parking lot when it rains and how there are huge puddles with debris and bird droppings. Kenneth Rocha emailed a public comment in concern for the proposed Development Review withing the Development Services Department.

Clerk's Note: *Public Comments was re-opened at 9:24 a.m.*

Sam Benavides made a public comment in support of the proposed intensive review of the development services department.

Presentation of the Texas Association of Counties Service Award to Commissioner Debbie Ingalsbe for her service on the Board of Directors.

Susan Redford, Executive Director of the Texas Association of Counties, presented Commissioner Ingalsbe with an award and spoke about her time and service with the association. Commissioner Ingalsbe thanked Redford and staff for the services provided to the county and provided the court with a handout.

43034 Adopt a Proclamation recognizing Harper Claes as the 2026 Hays Youth Poet Laureate.

Harper Claes read a short poem for the court called "God fund me" and thanked her teachers and all who have supported her throughout this journey.

Clerk's Note: Commissioner Smith was absent for the vote on Resolution # 43034.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing Harper Claes as the 2026 Hays Youth Poet Laureate.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Judge Becerra

4 - 0 Passed - Unanimously

43035 Adopt a Proclamation recognizing April 2026 as Sexual Assault Awareness & Prevention Month.

Melissa Rodriguez, Chief Executive Officer with Hays Caldwell Womens Center (HCWC), recognized the root cause of sexual assault and the organization's mission for the community. Rodriguez invited the public to "Take back the night" at Texas State University LBJ Plaza from 6:30 p.m. to 8:30 p.m April 14, 2026.

Clerk's Note: Commissioner Smith was absent for the vote on Resolution # 43035.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing April 2026 as Sexual Assault Awareness & Prevention Month.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Judge Becerra

4 - 0 Passed - Unanimously

Clerk's Note: Commissioner Smith arrived at 9:35 a.m. for the following proceedings:

43036 Adopt a Proclamation recognizing April 2026 as Child Abuse Prevention and Awareness Month.

Nic Sanchez, Marketing Coordinator with the Greater San Marcos Youth Council (GSMYC), thanked the court for its support and spoke about the mission and background of the youth organization. Hayley Brooks, Events Manager for Court Appointed Special Advocates (CASA), thanked the court and spoke about CASA's mission and encouraged the public to visit their website for information on the upcoming fundraiser on Friday, April 17th, 2026. The court thanked Sanchez and Brooks for their hard work and for speaking on behalf of the organizations.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing April 2026 as Child Abuse Prevention and Awareness Month.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43037 Adopt a Proclamation recognizing April 12-18, 2026, as National Telecommunicators Week.

Stephanie Robinson, Director of the Combined Emergency Communications Center, thanked the court for its continued support and for partnerships with local ESDs, cities, and law enforcement agencies. Robinson spoke about the extensive training required for the position. Anthony Hipolito, Hays County Sheriff, thanked Robinson for her leadership and the staff in the dispatch department. The court thanked the telecommunicators for their hard work and dedication for the citizens of Hays County.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing April 12-18, 2026, as National Telecommunicators Week.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43038 Adopt a Proclamation recognizing April 12-18, 2026, as National Animal Control Appreciation Week.

Brett Bailey, Chief Deputy -- Sheriff's Office, thanked Sheriff Hipolito and the animal shelter organizations within the county. Bailey praised Animal Control Officers (ACOs) for their hard work and dedication to helping animals in Hays County. The court thanked the ACOs for their service to the community.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing April 12-18, 2026, as National Animal Control Appreciation Week.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43039 Adopt a Proclamation recognizing April 2026 as Prevention of Animal Cruelty Month.

Shari Boyett, Hays County Animal Advocate, thanked the court for the proclamation and spoke about the San Marcos Regional Animal Shelter being over capacity. The court thanked Boyett and all animal advocates for their advocacy on behalf of animals.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to adopt a Proclamation recognizing April 2026 as Prevention of Animal Cruelty Month.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Presentation by the Hays County Homeless Coalition on the 2026 Point-in-Time Count (PIT Count).

Nancy Hines, Secretary of the Hays County Homeless Coalition, and Lisa Young, Co-Chair of the Hays County Homeless Coalition and Executive Director of the Hays County Food Bank, provided a PowerPoint presentation and reviewed data results from the Point-in-Time (PIT) Count with the court. The court thanked the Homeless Coalition for the data collected and asked for continued updates.

43040 Approve payments of County invoices.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve payments of County invoices.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43041 Approve the payment of Juror disbursements.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve the payment of Juror disbursements.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43042 Approve the payment of Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $750,000.00 for healthcare claims **.**

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve the payment of Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $750,000.00 for healthcare claims.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43043 Approve the payment of the April 30, 2026 payroll disbursements in an amount not to exceed $5,800,000.00 effective April 30, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve the payment of the April 30, 2026 payroll disbursements in an amount not to exceed $5,800,000.00 effective April 30, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43044 Accept the delivery of the County Auditor's Monthly Report for September to November 2025 pursuant to Texas Local Government Code, Chapter 114.023 and 114.025.

A motion was made by Judge Becerra, seconded by Commissioner Smith to accept the delivery of the County Auditor's Monthly Report for September to November 2025 pursuant to Texas Local Government Code, Chapter 114.023 and 114.025.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43045 Accept the delivery of the Auditor's Office Quarterly Internal Examination Reports.

A motion was made by Judge Becerra, seconded by Commissioner Smith to accept the delivery of the Auditor's Office Quarterly Internal Examination Reports.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43046 Accept donations totaling $3,439.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Smith to accept donations totaling $3,439.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43047 Approve the February 2026 Treasurer's Report.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve the February 2026 Treasurer's Report.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43048 Approve Commissioners Court Minutes for March 24, 2026.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve Commissioners Court Minutes for March 24, 2026.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43049 Approve Utility Permits.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve Utility Permits.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43050 Authorize payment in the amount of $3,800.00 to the CTX Fieldhouse (Sunfield Station) for an early voting location, where no purchase order was obtained per the Purchasing Policy.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize payment in the amount of $3,800.00 to the CTX Fieldhouse (Sunfield Station) for an early voting location, where no purchase order was obtained per the Purchasing Policy.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43051 Authorize the Development Services Department, GIS Division, to rescind the street name Valinor Way, in Precinct 4.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the Development Services Department, GIS Division, to rescind the street name Valinor Way, in Precinct 4.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43052 Authorize the execution of a First Amendment to the Preliminary Development Agreement between Hays County, Texas and Darren Casey Interests, Inc. d/b/a Casey Development Limited related to the development of the Spring Trail Center project (Hays County Civic Center property) located at 1249 Civic Center Loop, San Marcos, Texas 78666.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the execution of a First Amendment to the Preliminary Development Agreement between Hays County, Texas and Darren Casey Interests, Inc. d/b/a Casey Development Limited related to the development of the Spring Trail Center project (Hays County Civic Center property) located at 1249 Civic Center Loop, San Marcos, Texas 78666.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43053 Accept the updated firm name of Sheets & Crossfield, PLLC to Sheets, Childs & Sandre, PLLC.

A motion was made by Judge Becerra, seconded by Commissioner Smith to accept the updated firm name of Sheets & Crossfield, PLLC to Sheets, Childs & Sandre, PLLC.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43054 Authorize the submission of a grant application to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance FY 2025 Edward Byrne Memorial Justice Assistance state formula grant not to exceed $45,065.00

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the submission of a grant application to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance FY 2025 Edward Byrne Memorial Justice Assistance state formula grant not to exceed $45,065.00

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43055 Approve out of state travel and associated costs for County Administrator, Kandice Boutte, and associated costs for Commissioner Morgan Hammer to attend the 2026 National Association of Counties (NACo) Annual Conference in New Orleans, Louisiana from July 16 - 21, 2026 and amend the budget accordingly.

Rodrigo Amaya made a public comment about the costs associated with sending employees out to conferences. Kandice Boutte, County Administrator, stated that the costs are based off of the federal standards for travel; the per diem is based off the amounts that are included in the county policy. Scot Woodland, Budget Officer, confirmed the amounts associated with the per diem costs.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve out of state travel and associated costs for County Administrator, Kandice Boutte, and associated costs for Commissioner Morgan Hammer to attend the 2026 National Association of Counties (NACo) Annual Conference in New Orleans, Louisiana from July 16 - 21, 2026 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43056 Authorize the execution of a resolution of support for the Great Springs Project's grant application to the Federal Highway Association (FHWA) Federal Land Access Program (FLAP).

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the execution of a resolution of support for the Great Springs Project's grant application to the Federal Highway Association (FHWA) Federal Land Access Program (FLAP).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43057 Authorize the execution of a First Amendment to an Interlocal Agreement partially executed on or about February 27, 2024 and corrected on April 9, 2024, between Hays County, Texas; City of Wimberley, Texas; City of Woodcreek, Texas; The Watershed Association, and Texas State University through its Meadows Center for Water and the Environment, for the implementation of the Blanco Cypress Watershed Protection Plan (BCWPP) and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the execution of a First Amendment to an Interlocal Agreement partially executed on or about February 27, 2024 and corrected on April 9, 2024, between Hays County, Texas; City of Wimberley, Texas; City of Woodcreek, Texas; The Watershed Association, and Texas State University through its Meadows Center for Water and the Environment, for the implementation of the Blanco Cypress Watershed Protection Plan (BCWPP) and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43058 Authorize payment in the amount of $657.50 to Applied Concepts, Inc. for radar repairs for the Constable Precinct 5 Office, where no purchase order was obtained per the purchasing policy and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize payment in the amount of $657.50 to Applied Concepts, Inc. for radar repairs for the Constable Precinct 5 Office, where no purchase order was obtained per the purchasing policy and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43059 Approve out-of-state travel for three Sheriff's Office employees to attend the Navigator Conference on April 21-24, 2026, in Las Vegas, Nevada.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve out-of-state travel for three Sheriff's Office employees to attend the Navigator Conference on April 21-24, 2026, in Las Vegas, Nevada.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43060 Authorize the Sheriff's Office to accept additional overtime funds of $4,785.00 related to the Joint Law Enforcement Operations Task Force pursuant to the Memorandum of Understanding between the Western District of Texas and the Hays County Sheriff's Office for Sheriff's Office overtime reimbursements and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the Sheriff's Office to accept additional overtime funds of $4,785.00 related to the Joint Law Enforcement Operations Task Force pursuant to the Memorandum of Understanding between the Western District of Texas and the Hays County Sheriff's Office for Sheriff's Office overtime reimbursements and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43061 Authorize the Sheriff's Office to use Cornerstone Detection Products, Inc. for replacement parts and services related to the camera system for $9,028.18 and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D) and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the Sheriff's Office to use Cornerstone Detection Products, Inc. for replacement parts and services related to the camera system for $9,028.18 and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D) and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43062 Approve payments to Discount Cell ($331.45), and Discount Cell ($1,325.80) for equipment purchases for the Constable Precinct 1 Office, in which no purchase order was obtained per the Hays County Purchasing Policy.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve payments to Discount Cell ($331.45), and Discount Cell ($1,325.80) for equipment purchases for the Constable Precinct 1 Office, in which no purchase order was obtained per the Hays County Purchasing Policy.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43063 Authorize the Justice of the Peace, Precinct 5 Office to purchase one Dell Pro Micro Plus Desktop utilizing the Justice Court Technology Fund and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the Justice of the Peace, Precinct 5 Office to purchase one Dell Pro Micro Plus Desktop utilizing the Justice Court Technology Fund and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43064 Authorize the Development Services Department to purchase one (1) replacement Dell Pro Max 16 laptop & accessories valued at $2,036.70 for an Environmental Health Specialist position by reallocating existing funds and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the Development Services Department to purchase one (1) replacement Dell Pro Max 16 laptop & accessories valued at $2,036.70 for an Environmental Health Specialist position by reallocating existing funds and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43065 Authorize the acceptance of a quote from Heritage Tree Care in the amount of $1,500.00 to conduct an assessment of the condition of all trees at the Hays County Historical Courthouse and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(4).

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the acceptance of a quote from Heritage Tree Care in the amount of $1,500.00 to conduct an assessment of the condition of all trees at the Hays County Historical Courthouse and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(4).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43066 Authorize payment to AAMS Waste Water in the amount of $3,209.00 related to septic system repairs at the Sports Plex, where no purchase order was issued as required per the Hays County Purchasing Policy.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize payment to AAMS Waste Water in the amount of $3,209.00 related to septic system repairs at the Sports Plex, where no purchase order was issued as required per the Hays County Purchasing Policy.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43067 Authorize the execution of a service agreement renewal with CML Security for the card access system, in the amount of $1,540.00, to provide manufacturer support at the Hays County Government Center; authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D), and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the execution of a service agreement renewal with CML Security for the card access system, in the amount of $1,540.00, to provide manufacturer support at the Hays County Government Center; authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D), and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43068 Authorize the execution of a Termite Service Agreement between Hays County, Texas and The Bug Master in the amount of $900.00 for termite pest control services related to the Precinct 5 building and authorize a waiver to the purchasing policy for obtaining three quotes.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the execution of a Termite Service Agreement between Hays County, Texas and The Bug Master in the amount of $900.00 for termite pest control services related to the Precinct 5 building and authorize a waiver to the purchasing policy for obtaining three quotes.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43069 Approve renewal of IFB 2024-B10 Road Building Materials - General Road Construction with Brauntex Materials, Inc and Colorado Materials Ltd. for one (1) additional year and month, effective April 7, 2026.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve renewal of IFB 2024-B10 Road Building Materials - General Road Construction with Brauntex Materials, Inc and Colorado Materials Ltd. for one (1) additional year and month, effective April 7, 2026.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43070 Approve renewal of RFP 2025-P02 Countywide Janitorial Services with American Facility Services Inc for one (1) additional year.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve renewal of RFP 2025-P02 Countywide Janitorial Services with American Facility Services Inc for one (1) additional year.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43071 Approve renewal of RFP 2023-P09 Delinquent Tax Collection Service for one (1) additional year, effective March 1, 2026

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve renewal of RFP 2023-P09 Delinquent Tax Collection Service for one (1) additional year, effective March 1, 2026

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43072 Discussion and possible action to accept fiscal surety for street and drainage improvements in the amount of $4,620,654.75 for The Ranch at Caliterra, Final Plat (Bond No.800241665).

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to accept fiscal surety for street and drainage improvements in the amount of $4,620,654.75 for The Ranch at Caliterra, Final Plat (Bond No.800241665).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43073 Discussion and possible action to release the performance bond #800192089 in the amount of $452,800.70 and consider the acceptance of road construction & surface drainage improvements for Caliterra Subdivision Phase 3, Section 10.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to release the performance bond #800192089 in the amount of $452,800.70 and consider the acceptance of road construction & surface drainage improvements for Caliterra Subdivision Phase 3, Section 10.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43074 Discussion and possible action to approve the selection of Cobb, Fendley & Associates, Inc. to provide utility coordination services for the Hillside Terrace project in Precinct 2; and authorize staff and counsel to negotiate a contract.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to approve the selection of Cobb, Fendley & Associates, Inc. to provide utility coordination services for the Hillside Terrace project in Precinct 2; and authorize staff and counsel to negotiate a contract.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43075 Discussion and possible action to approve the selection of KCI Technologies, Inc. to provide utility coordination services for the William Pettus project in Precinct 1; and authorize staff and counsel to negotiate a contract.

Commissioner Ingalsbe provided background on the company and stated that this is the first time KCI Technologies, Inc. will be working with the county. Aaron Jones, Director of Transportation, stated that this company will do a review of utilities within the easements of the property.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the selection of KCI Technologies, Inc. to provide utility coordination services for the William Pettus project in Precinct 1; and authorize staff and counsel to negotiate a contract.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43076 Discussion and possible action to authorize the execution of a Professional Services Agreement (2026-PSA-59) between Hays County and Quiddity Engineering, LLC to provide Utility Coordination services for the Darden Hill Rd Phase 2 project in Precinct 4.

Commissioner Smith stated that there are a total of 4 projects within this particular intersection and the same utility coordinator and CE&I are working on these projects. Commissioner Cohen abstained herself due to a family member working for the company.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize the execution of a Professional Services Agreement (2026-PSA-59) between Hays County and Quiddity Engineering, LLC to provide Utility Coordination services for the Darden Hill Rd Phase 2 project in Precinct 4.

AYE: Commissioner Ingalsbe, Commissioner Hammer, Commissioner Smith, Judge Becerra

4 - 0 Passed - Unanimously

43077 Discussion and possible action to authorize the execution of a Utility Reimbursement Agreement in the amount of $164,950.27 in eligible reimbursement costs with Goforth Special Utility District for water distribution line relocations located along FM 2001 East in Precinct 1, as part of the Hays County 2025 Road Improvements.

Commissioner Ingalsbe stated that the waterlines are in conflict with the current project and provided costs associated with this project.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a Utility Reimbursement Agreement in the amount of $164,950.27 in eligible reimbursement costs with Goforth Special Utility District for water distribution line relocations located along FM 2001 East in Precinct 1, as part of the Hays County 2025 Road Improvements.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43078 Discussion and possible action to authorize the execution of a Contract for Design Services (2026-PSA-63) between Hays County and Pape-Dawson Consulting Engineers, LLC to provide design engineering services for the Sawyer Ranch Road project in Precinct 4 and amend the budget accordingly.

Commissioner Smith stated that there are a total of 4 projects within this particular intersection and the same utility coordinator and CE&I are working on these projects.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize the execution of a Contract for Design Services (2026-PSA-63) between Hays County and Pape-Dawson Consulting Engineers, LLC to provide design engineering services for the Sawyer Ranch Road project in Precinct 4 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43079 Discussion and possible action to authorize the execution of a Contract for Engineering Design services (2026-PSA-61) between Hays County and Volkert, Inc. to provide design services for the Sawyer Ranch Road Pedestrain Walkway project in Precinct 4.

Commissioner Smith stated this is part of The 2016 Road Bond to establish a pedestrian walkway to extend to a new elementary and high school.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize the execution of a Contract for Engineering Design services (2026-PSA-61) between Hays County and Volkert, Inc. to provide design services for the Sawyer Ranch Road Pedestrian Walkway project in Precinct 4.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43080 PLN-2720-PC; Ratify Approval for the Cypress Creek Acres, Lot 48 & 49-B, Replat.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to ratify approval for the Cypress Creek Acres, Lot 48 & 49-B, Replat. (PLN-2720-PC)

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43081 PLN-2854-NP; Ratify Approval of Avery Estates, Final Plat.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to ratify approval of Avery Estates, Final Plat. (PLN-2854-NP)

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43082 Discussion and possible action to consider granting a variance to Hays County On-Site Sewage Facility Regulations Table 10-1 Minimum Lot Size for the Pioneer Ranches, Section 1, Lot 26A Replat (PLN-2745-PC).

Commissioner Hammer stated this is a complex item in relation to the water availability study. Colby Machacek, Senior Planner with Development Services, provided background on the property and stated that the location of the property is within the Edwards Aquifer and that due to the lot size, a groundwater availability study is needed. Commissioner Ingalsbe clarified that all studies will now be submitted to corresponding groundwater districts. Kandice Boutté, County Administrator, stated that staff will work together to ensure a better process for these types of variances. Chase Young, Assistant Criminal District Attorney, restated the issue with updates within the legislation on the interaction between subdivision rules and On-Site Sewage Facility (OSSF) rules.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to grant a variance to Hays County On-Site Sewage Facility Regulations Table 10-1 Minimum Lot Size for the Pioneer Ranches, Section 1, Lot 26A Replat (PLN-2745-PC).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43083 Discussion and possible action to modify the 2B107 Sick Leave Pool Policy of the Personnel Policies effective April 14, 2026.

Erik Granjeno, Director of Human Resources, requested the court's acceptance of five revisions to expand access and eligibility to the pool. Commissioner Smith thanked Granjeno for his work on the revisions.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to modify the 2B107 Sick Leave Pool Policy of the Personnel Policies effective April 14, 2026.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Clerk's Note: Judge Becerra called for a recess that began at 10:58 a.m. and resumed back into open court at 11:07 a.m.

Discussion and possible action to direct the Hays County Budget Officer and County Administrator to include funding in the proposed FY2027 Budget for a High-Intensity Development Review Division within the Development Services Department; and to direct the Director of Development Services and Human Resources Director to develop job descriptions, salary data, and a proposed divisional structure as needed.

Judge Becerra stated that the intent of the item is for a current employee within the Development Service. Commissioner Hammer stated that her primary concern is moving forward with the resolution passed last year regarding a water availability study, noting that it has not been addressed as frequently. Crystal Bertram, Deputy Clerk, read an emailed public comment from Kenneth Rocha opposing the proposed creation of a High-Intensity Development Review Division within the Development Services Department, expressing concerns about potential government overreach, increased fiscal burden, and the long-term impact on the county's budget and taxpayers. Commissioner Ingalsbe expressed initial concern about the possibility of creating a new department and requested input from the department to determine the best way to move forward. Commissioner Cohen stated that she would like to know the proposed financial impact, as well as what actions could be taken within the Development Services Department to address concerns. Commissioner Smith expressed concern from a statutory standpoint regarding how the county would define "high intensity," and commended the Development Services Department for its review of all applications. The court had a lengthy discussion about the lack of background information for the item. No action taken.

43084 Discussion and possible action to approve the expenditure of 2016 public safety bond funds on the following public safety capital improvement projects at the Hays County Law Enforcement Center: thermaduct/heating, ventilation, and air condition (HVAC) replacement and repair; intake door replacement and repair; interior door locking mechanism replacement and upgrade; installation of new door control system, and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D) related to the interior door locking mechanism replacement and upgrade, and the installation of new door control system and amend the budget accordingly.

Rodrigo Amaya made a public comment regarding the age and warranty of the building and responsibility for its design. Commissioner Ingalsbe stated that these expenditures fall within the permitted use of Public Safety Bond funds. Brett Bailey, Chief Deputy – Sheriff's Office, stated that jail staff has identified critical issues requiring repair to maintain daily operations. Jordan Powell, First Assistant Criminal District Attorney – Civil Division, stated that the proposed expenditures are eligible uses of these funds.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to approve the expenditure of 2016 public safety bond funds on the following public safety capital improvement projects at the Hays County Law Enforcement Center: thermaduct/heating, ventilation, and air condition (HVAC) replacement and repair; intake door replacement and repair; interior door locking mechanism replacement and upgrade; installation of new door control system, and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D) related to the interior door locking mechanism replacement and upgrade, and the installation of new door control system and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43085 Discussion and possible action to authorize the execution of an engagement letter, effective March 25, 2026, between Hays County and Waterloo Legal Services, PLLC related to the planned development and financing of the Spring Trail Center Project (Hays County Civic Center property).

Commissioner Ingalsbe stated that this is to retain the attorney who previously worked on the project, and that because the attorney has moved to another firm, the county would like to continue working with them.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of an engagement letter, effective March 25, 2026, between Hays County and Waterloo Legal Services, PLLC related to the planned development and financing of the Spring Trail Center Project (Hays County Civic Center property).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43086 Discussion and possible action to authorize the execution of the First Amendment to the Ellington Development Agreement executed on or about September 16, 2025 between Hays County ("County") and GBRK Edgewood LLC ("Declarant").

Commissioner Cohen stated that this is the first amendment and allows for flexibility while maintaining reasonable design standards for the cul-de-sac.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize the execution of the First Amendment to the Ellington Development Agreement executed on or about September 16, 2025 between Hays County ("County") and GBRK Edgewood LLC ("Declarant").

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43087 Discussion and possible action to grant a variance to Section 10.W.1 of the Hays County Rules for On-Site Sewage Facilities allowing for the use of portable toilets for the Old Settlers Music Festival April 17-19, 2026.

Commissioner Smith stated that the Old Settlers Music Festival is back in Driftwood and the organization would like the availability to use portable toilets.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to grant a variance to Section 10.W.1 of the Hays County Rules for On-Site Sewage Facilities allowing for the use of portable toilets for the Old Settlers Music Festival April 17-19, 2026.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43088 Discussion and possible action to authorize the Director of Development Services or designee to establish protocols and requirements and develop related forms to bring back to the Commissioners Court for purposes of administratively issuing future variances to Section 10.W.1 of the Hays County On-Site Sewage Facility Rules related to the use of portable toilets.

Commissioner Smith stated that, instead of having to return to court each time an organization wants to use a portable toilet, a protocol will already be established to follow.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize the Director of Development Services or designee to establish protocols and requirements and develop related forms to bring back to the Commissioners Court for purposes of administratively issuing future variances to Section 10.W.1 of the Hays County On-Site Sewage Facility Rules related to the use of portable toilets.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43089 Discussion and possible action to authorize the acceptance of a grant award from the Office of the Governor, State Homeland Security Program - Law Enforcement Terrorism Prevention Act program in the amount of $57,952.22 and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the acceptance of a grant award from the Office of the Governor, State Homeland Security Program - Law Enforcement Terrorism Prevention Act program in the amount of $57,952.22 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43090 Discussion and possible action to authorize the Sheriffs Office to purchase a Nighthawk BTX Handheld X-Ray Backscatter Imaging System from Paladin Defense Services, LLC in the amount of $58,589.80.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the Sheriffs Office to purchase a Nighthawk BTX Handheld X-Ray Backscatter Imaging System from Paladin Defense Services, LLC in the amount of $58,589.80.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43091 Discussion and possible action to authorize the acceptance of Amendment No. 5 to the Department of State Health Services, Public Health Emergency Preparedness grant contract in the amount of $126,723.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the acceptance of Amendment No. 5 to the Department of State Health Services, Public Health Emergency Preparedness grant contract in the amount of $126,723.00.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43092 Discussion and possible action to authorize the purchase of furniture for the County Clerk's Office in the amount of $4,409.75 related to the approved office renovations in the fiscal year 2026 approved budget, and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the purchase of furniture for the County Clerk's Office in the amount of $4,409.75 related to the approved office renovations in the fiscal year 2026 approved budget, and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43093 Discussion and possible action to convert one full-time Food Service Worker position, slot #0655-009, into a 0.50 FTE Food Service Worker position and a 0.375 FTE Educator/GED Instructor position, effective May 1, 2026.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to convert one full-time Food Service Worker position, slot #0655-009, into a 0.50 FTE Food Service Worker position and a 0.375 FTE Educator/GED Instructor position, effective May 1, 2026.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43094 Discussion and possible action to authorize the execution of a contract for RFP 2026-P06 HVAC - Preventative Maintenance and Repair Services, Countywide between Hays County and Jantzen Luke Myer LLC, dba Ductman AC & Heating.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a contract for RFP 2026-P06 HVAC - Preventative Maintenance and Repair Services, Countywide between Hays County and Jantzen Luke Myer LLC, dba Ductman AC & Heating.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43095 Discussion and possible action to award and execute a contract for IFB 2026-B06 Concrete between Hays County and TRUE Construction, LLC to provide concrete materials countywide on an as-needed basis.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to award and execute a contract for IFB 2026-B06 Concrete between Hays County and TRUE Construction, LLC to provide concrete materials countywide on an as-needed basis.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43096 Discussion and possible action to award and execute a contract for IFB 2026-B04 Health Department Roof Repair - Hail Storm May 2024 between Hays County and Alamo Roofing to repair the Health Department roof due to hail damage, totaling $159,319.00, and amend the budget accordingly.

Tammy Crumley, Director of Facilities and Resource Management, stated that this is a TAC and FEMA reimbursement claim for funds to be returned to the county. Scot Woodland, Budget Officer, clarified that the proceeds were deferred in the prior year and will be recognized in the current year.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to award and execute a contract for IFB 2026-B04 Health Department Roof Repair - Hail Storm May 2024 between Hays County and Alamo Roofing to repair the Health Department roof due to hail damage, totaling $159,319.00, and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Clerk's Note: Executive Session began at 12:43 p.m. and resumed back into open court at 2:38 p.m.

Executive Session Pursuant to Sections 551.071 and 551.087 of the Texas Government Code: Consultation with counsel and deliberation regarding economic development negotiations associated with Project Grease Lightning, Project Eagle Pro, Project Disco Inferno, and Project Flying V. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 12:52 p.m. to 1:01 p.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Chase Young, Katherine Howard, and Kama Davis, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist; Emily Mathes, Vice President of Economic Development with Hays Caldwell Economic Development Partnership (HCEDP); Sarah Martin, Project Manager with HCEDP; Scot Woodland, Budget Officer; Kandice Boutté, County Administrator; Tucker Furlow, Assistant County Administrator; Marisol Villarreal-Alonzo, County Auditor; and Simone Corprew, Special Programs Coordinator. No action taken.

43097 Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with parks and open space projects being considered by Hays County; including the Presa Grande Trailhead and Grammy's Park. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 1:01 p.m. to 1:30 p.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Chase Young, Kama Davis and Katherine Howard, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist; Scot Woodland, Budget Officer; Marisol Villarreal-Alonzo, County Auditor; Kandice Boutté, County Administrator; Tucker Furlow, Assistant County Administrator; Simone Corprew, Special Programs Coordinator; and Karl Flocke, Parks Director.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to authorize the execution of a Quitclaim Deed from Hays County to Lisa Greaves Taylor, Lauren Greaves, Jennifer Roberts, and Emily Roberts, Trustees of the Logan Preson Roberts Trust regarding 3.69 acres of real property (known as the Presa Grande Trailhead), as referenced in Instrument Number 22050584, filed in the real property records of Hays County, Texas.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to authorize the County Administratror's Office and the Civil Division of the Hays County Criminal District Attorney's Office to execute any documents associated therewith.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43098 Executive Session pursuant to Section 551.071 and Section 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at or near Roger Hanks Parkway in Precinct 4. Possible discussion and/or action may follow in open court

Those in present in Executive Session from 1:31 p.m. to 1:43 p.m. were the Commissioner Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Chase Young, Kama Davis and Katherine Howard, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist; Kandice Boutté, County Administrator; Tucker Furlow, Assistant County Administrator Simone Corprew, Special Programs Coordinator; and Tammy Crumpley, Director of Facilities and Resource Management.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to exercise the County's right to terminate the Commercial Contract (including any and all extensions) between Hays County and 400 W Old 290 & Roger Hanks Parkway, LLC related to the possible purchase of real property located at or near Roger Hanks Parkway in Precinct 4 and authorize the County Administrator's Office and the Civil Division of the Hays County Criminal District Attonery's Office to execute any documents associated therewith.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43099 Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 0.0376 acre from property owned by 2300 Windy Hill Road, LLC, and which is required for the construction of the proposed Windy Hill roadway improvements and utility adjustments, and take other appropriate action (Parcel 40). Possible discussion and/or action may follow in open court.

Those present in Executive Session from 1:44 p.m. to 1:48 p.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Chase Young, Kama Davis and Katherine Howard, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist; Marisol Villarreal-Alonzo, County Auditor; Scot Woodland, Budget Officer; Kandice Boutté, County Administrator; Simone Corprew, Special Programs Coordinator; and Tucker Furlow, Assistant County Auditor.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a resolution determining the necessity of, and authorizing the use of, Hays County's power of eminent domain to acquire a fee simple interest in 0.0376 acres from property located along Windy Hill Road (Parcel 40), owned by 2300 Windy Hill Road , LLC and which is required for the construction of the proposed Windy Hill roadway improvements and utility adjustments, and authorize County staff and consultants to take other appropriate action related therewith.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43100 Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 2.740 acre from property owned by Arenaman O.G. 1, LLC, and which is required for the construction of the proposed FM 2001 Gap roadway improvements and utility adjustments, and take other appropriate action (Parcel 29C). Possible discussion and/or action may follow in open court.

Those present in Executive Session from 1:48 p.m. to 1:50 p.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Chase Young, Kama Davis and Katherine Howard, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist; Marisol Villarreal-Alonzo, County Auditor; Scot Woodland, Budget Officer, Kandice Boutté, County Administrator, Simone Corprew, Special Programs Coordinator; and Tucker Furlow, Assistant County Administrator.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to adopt a resolution determining the necessity of, and authorizing the use of, Hays County's power of eminent domain to acquire a fee simple interest in 2.740 acres from property located along FM 2001 and Satterwhite Road (Parcel 29C), owned by Arenaman O.G.1, LLC and which is required for the construction of the proposed FM 2001 Gap roadway improvements and utility adjustments, and authorize County staff and consultants to take other appropriate action related therewith.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43101 Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 0.8928 acre from property owned by Satterwhite Multifamily, LLC, and which is required for the construction of the proposed FM 2001 Gap roadway improvements and utility adjustments, and take other appropriate action (Parcel 29A). Possible discussion and/or action may follow in open court.

Those present in Executive Session from 1:48 p.m. to 1:50 p.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Chase Young, Kama Davis and Katherine Howard, Assistant Criminal District Attorney - Civil Division; Janice Jones, Legal Support Services Specialist; Marisol Villarreal-Alonzo, County Auditor; Scot Woodland, Budget Officer; Kandice Boutté, County Administrator; Simone Corprew, Special Programs Coordinator; and Tucker Furlow, Assistant County Administrator.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to adopt a resolution determining the necessity of, and authorizing the use of, Hays County's power of eminent domain to acquire a fee simple interest in 0.8928 acres from property located along FM 2001 and Sattherwhite Road (Parcel 29A), owned by Satterwhite Multifamily, LLC and which is required for the construction of the proposed FM 2001 Gap roadway improvements and utility adjustments, and authorize County staff and consultants to take other appropriate action related therewith.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43102 Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the employment, evaluation, reassignment, duties, discipline, or dismissal of the Parks & Natural Resources Manager. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 1:52 p.m. to 1:59 p.m. were the Commissioners Court; Kandice Boutté, County Administrator; Erik Granjeno, Director of Human Resources; Scot Woodland, Budget Officer; and Simone Corprew, Special Programs Coordinator.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to accept the regrade of the Parks and Natural Resources Manager, slot 0171-001, to Parks Superintendent, grade 126 step 9, effective as of April 16th, 2026.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43103 Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the employment, evaluation, reassignment, duties, discipline, or dismissal of the Director of Development Services. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 1:59 p.m. to 2:11 p.m. were the Commissioners Court; Kandice Boutté, County Administrator; Scot Woodland, Budget Officer; Simone Corprew, Special Programs Coordinator; Erik Granjeno, Director of Human Resources; and Tucker Furlow, Assistant County Administrator.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to appoint Michael Berlad as Interim Director of Development Services effective April 16th, 2026 and include an acting pay stipend of $1,000 per month.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Discussion related to the Hays County inmate population, to include current population counts and costs.

Judge Becerra read the Sheriff's update of the inmate population. The current maximum jail capacity is 464 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 417 inmates. The jail's daily average was 553 inmates with a peak of 560 inmates on April 7, 2026. The estimated cost for outsourcing inmates was $79,950. The average number of outsourced males is 111 and the number of females is 0. This week's inmates were housed in Haskell County. The number of "paper-ready" inmates who are now wardens of the state is 43.

Clerk's Note: Agenda Item #M-2 RE: *Discussion and possible action related to the burn ban.* **- WAS PULLED.**

Clerk's Note: Agenda Item #M-3 RE: *Discussion and possible action related to proposed bills in the 89th Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071.* **- WAS PULLED**

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ADJOURNMENT

A motion was made by Commissioner Smith, seconded by Judge Becerra to adjourn court at 2:43 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners Court on April 14, 2026.

Elaine H. Cárdenas

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

Date	Res Number	Motion	Ingalsbe	Cohen	Hammer	Smith	Becerra
4/14/2026	43034	Adopt a Proclamation recognizing Harper Claes as the 2026 Hays Youth Poet Laureate.	Y	Y	Y	ABSENT	Y
4/14/2026	43035	Adopt a Proclamation recognizing April 2026 as Sexual Assault Awareness & Prevention Month.	Y	Y	Y	ABSENT	Y
4/14/2026	43036	Adopt a Proclamation recognizing April 2026 as Child Abuse Prevention and Awareness Month.	Y	Y	Y	Y	Y
4/14/2026	43037	Adopt a Proclamation recognizing April 12-18, 2026, as National Telecommunicators Week.	Y	Y	Y	Y	Y
4/14/2026	43038	Adopt a Proclamation recognizing April 12-18, 2026, as National Animal Control Appreciation Week.	Y	Y	Y	Y	Y
4/14/2026	43039	Adopt a Proclamation recognizing April 2026 as Prevention of Animal Cruelty Month.	Y	Y	Y	Y	Y
4/14/2026	43040	Approve payments of County invoices.	Y	Y	Y	Y	Y
4/14/2026	43041	Approve the payment of Juror disbursements.	Y	Y	Y	Y	Y
4/14/2026	43042	Approve the payment of Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $750,000.00 for healthcare claims.	Y	Y	Y	Y	Y
4/14/2026	43043	Approve the payment of the April 30, 2026 payroll disbursements in an amount not to exceed $5,800,000.00 effective April 30, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized.	Y	Y	Y	Y	Y
4/14/2026	43044	Accept the delivery of the County Auditor's Monthly Report for September to November 2025 pursuant to Texas Local Government Code, Chapter 114.023 and 114.025.	Y	Y	Y	Y	Y
4/14/2026	43045	Accept the delivery of the Auditor's Office Quarterly Internal Examination Reports.	Y	Y	Y	Y	Y
4/14/2026	43046	Accept donations totaling $3,439.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly.	Y	Y	Y	Y	Y
4/14/2026	43047	Approve the February 2026 Treasurer's Report.	Y	Y	Y	Y	Y
4/14/2026	43048	Approve Commissioners Court Minutes for March 24, 2026.	Y	Y	Y	Y	Y
4/14/2026	43049	Approve Utility Permits.	Y	Y	Y	Y	Y
4/14/2026	43050	Authorize payment in the amount of $3,800.00 to the CTX Fieldhouse (Sunfield Station) for an early voting location, where no purchase order was obtained per the Purchasing Policy.	Y	Y	Y	Y	Y
4/14/2026	43051	Authorize the Development Services Department, GIS Division, to rescind the street name Valinor Way, in Precinct 4.	Y	Y	Y	Y	Y
4/14/2026	43052	Authorize the execution of a First Amendment to the Preliminary Development Agreement between Hays County, Texas and Darren Casey Interests, Inc. d/b/a Casey Development Limited related to the development of the Spring Trail Center project (Hays County Civic Center property) located at 1249 Civic Center Loop, San Marcos, Texas 78666.	Y	Y	Y	Y	Y
4/14/2026	43053	Accept the updated firm name of Sheets & Crossfield, PLLC to Sheets, Childs & Sandre, PLLC.	Y	Y	Y	Y	Y
4/14/2026	43054	Authorize the submission of a grant application to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance FY 2025 Edward Byrne Memorial Justice Assistance state formula grant not to exceed $45,065.00	Y	Y	Y	Y	Y
4/14/2026	43055	Approve out of state travel and associated costs for County Administrator, Kandice Boutte, and associated costs for Commissioner Morgan Hammer to attend the 2026 National Association of Counties (NACo) Annual Conference in New Orleans, Louisiana from July 16 - 21, 2026 and amend the budget accordingly.	Y	Y	Y	Y	Y
4/14/2026	43056	Authorize the execution of a resolution of support for the Great Springs Project's grant application to the Federal Highway Association (FHWA) Federal Land Access Program (FLAP).	Y	Y	Y	Y	Y
4/14/2026	43057	Authorize the execution of a First Amendment to an Interlocal Agreement partially executed on or about February 27, 2024 and corrected on April 9, 2024, between Hays County, Texas; City of Wimberley, Texas; City of Woodcreek, Texas; The Watershed Association, and Texas State University through its Meadows Center for Water and the Environment, for the implementation of the Blanco Cypress Watershed Protection Plan (BCWPP) and amend the budget accordingly.	Y	Y	Y	Y	Y
4/14/2026	43058	Authorize payment in the amount of $657.50 to Applied Concepts, Inc. for radar repairs for the Constable Precinct 5 Office, where no purchase order was obtained per the purchasing policy and amend the budget accordingly.	Y	Y	Y	Y	Y
4/14/2026	43059	Approve out-of-state travel for three Sheriff's Office employees to attend the Navigator Conference on April 21-24, 2026, in Las Vegas, Nevada.	Y	Y	Y	Y	Y
4/14/2026	43060	Authorize the Sheriff's Office to accept additional overtime funds of $4,785.00 related to the Joint Law Enforcement Operations Task Force pursuant to the Memorandum of Understanding between the Western District of Texas and the Hays County Sheriff's Office for Sheriff's Office overtime reimbursements and amend the budget accordingly.	Y	Y	Y	Y	Y
4/14/2026	43061	Authorize the Sheriff's Office to use Cornerstone Detection Products, Inc. for replacement parts and services related to the camera system for $9,028.18 and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D) and amend the budget accordingly.	Y	Y	Y	Y	Y
4/14/2026	43062	Approve payments to Discount Cell ($331.45), and Discount Cell ($1,325.80) for equipment purchases for the Constable Precinct 1 Office, in which no purchase order was obtained per the Hays County Purchasing Policy.	Y	Y	Y	Y	Y
4/14/2026	43063	Authorize the Justice of the Peace, Precinct 5 Office to purchase one Dell Pro Micro Plus Desktop utilizing the Justice Court Technology Fund and amend the budget accordingly.	Y	Y	Y	Y	Y
4/14/2026	43064	Authorize the Development Services Department to purchase one (1) replacement Dell Pro Max 16 laptop & accessories valued at $2,036.70 for an Environmental Health Specialist position by reallocating existing funds and amend the budget accordingly.	Y	Y	Y	Y	Y
4/14/2026	43065	Authorize the acceptance of a quote from Heritage Tree Care in the amount of $1,500.00 to conduct an assessment of the condition of all trees at the Hays County Historical Courthouse and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(4).	Y	Y	Y	Y	Y
4/14/2026	43066	Authorize payment to AAMS Waste Water in the amount of $3,209.00 related to septic system repairs at the Sports Plex, where no purchase order was issued as required per the Hays County Purchasing Policy.	Y	Y	Y	Y	Y
4/14/2026	43067	Authorize the execution of a service agreement renewal with CML Security for the card access system, in the amount of $1,540.00, to provide manufacturer support at the Hays County Government Center; authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D), and amend the budget accordingly.	Y	Y	Y	Y	Y
4/14/2026	43068	Authorize the execution of a Termite Service Agreement between Hays County, Texas and The Bug Master in the amount of $900.00 for termite pest control services related to the Precinct 5 building and authorize a waiver to the purchasing policy for obtaining three quotes.	Y	Y	Y	Y	Y
4/14/2026	43069	Approve renewal of IFB 2024-B10 Road Building Materials - General Road Construction with Brauntex Materials, Inc and Colorado Materials Ltd. for one (1) additional year and month, effective April 7, 2026.	Y	Y	Y	Y	Y
4/14/2026	43070	Approve renewal of RFP 2025-P02 Countywide Janitorial Services with American Facility Services Inc for one (1) additional year.	Y	Y	Y	Y	Y
4/14/2026	43071	Approve renewal of RFP 2023-P09 Delinquent Tax Collection Service for one (1) additional year, effective March 1, 2026	Y	Y	Y	Y	Y
4/14/2026	43072	Discussion and possible action to accept fiscal surety for street and drainage improvements in the amount of $4,620,654.75 for The Ranch at Caliterra, Final Plat (Bond No.800241665).	Y	Y	Y	Y	Y
4/14/2026	43073	Release the performance bond #800192089 in the amount of $452,800.70 and consider the acceptance of road construction & surface drainage improvements for Caliterra Subdivision Phase 3, Section 10.	Y	Y	Y	Y	Y
4/14/2026	43074	Approve the selection of Cobb, Fendley & Associates, Inc. to provide utility coordination services for the Hillside Terrace project in Precinct 2; and authorize staff and counsel to negotiate a contract.	Y	Y	Y	Y	Y
4/14/2026	43075	Approve the selection of KCI Technologies, Inc. to provide utility coordination services for the William Pettus project in Precinct 1; and authorize staff and counsel to negotiate a contract.	Y	Y	Y	Y	Y
4/14/2026	43076	Authorize the execution of a Professional Services Agreement (2026-PSA-59) between Hays County and Quiddity Engineering, LLC to provide Utility Coordination services for the Darden Hill Rd Phase 2 project in Precinct 4.	Y	ABSTAIN	Y	Y	Y
4/14/2026	43077	Authorize the execution of a Utility Reimbursement Agreement in the amount of $164,950.27 in eligible reimbursement costs with Goforth Special Utility District for water distribution line relocations located along FM 2001 East in Precinct 1, as part of the Hays County 2025 Road Improvements.	Y	Y	Y	Y	Y

Date	Res Number	Motion	Ingalsbe	Cohen	Hammer	Smith	Becerra
4/14/2026	43078	Authorize the execution of a Contract for Design Services (2026-PSA-63) between Hays County and Pape-Dawson Consulting Engineers, LLC to provide design engineering services for the Sawyer Ranch Road project in Precinct 4 and amend the budget accordingly.	Y	Y	Y	Y	Y
4/14/2026	43079	Authorize the execution of a Contract for Engineering Design services (2026-PSA-61) between Hays County and Volkert, Inc. to provide design services for the Sawyer Ranch Road Pedestrain Walkway project in Precinct 4.	Y	Y	Y	Y	Y
4/14/2026	43080	Ratify Approval for the Cypress Creek Acres, Lot 48 & 49-B, Replat (PLN-2720-PC).	Y	Y	Y	Y	Y
4/14/2026	43081	Ratify Approval of Avery Estates, Final Plat (PLN-2854-NP).	Y	Y	Y	Y	Y
4/14/2026	43082	Grant a a variance to Hays County On-Site Sewage Facility Regulations Table 10-1 Minimum Lot Size for the Pioneer Ranches, Section 1, Lot 26A Replat (PLN-2745-PC).	Y	Y	Y	Y	Y
4/14/2026	43083	Modify the 2B107 Sick Leave Pool Policy of the Personnel Policies effective April 14, 2026.	Y	Y	Y	Y	Y
4/14/2026	43084	Approve the expenditure of 2016 public safety bond funds on the following public safety capital improvement projects at the Hays County Law Enforcement Center: thermaduct/heating, ventilation, and air condition (HVAC) replacement and repair; intake door replacement and repair; interior door locking mechanism replacement and upgrade; installation of new door control system, and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D) related to the interior door locking mechanism replacement and upgrade, and the installation of new door control system and amend the budget accordingly.	Y	Y	Y	Y	Y
4/14/2026	43085	Authorize the execution of an engagement letter, effective March 25, 2026, between Hays County and Waterloo Legal Services, PLLC related to the planned development and financing of the Spring Trail Center Project (Hays County Civic Center property).	Y	Y	Y	Y	Y
4/14/2026	43086	Authorize the execution of the First Amendment to the Ellington Development Agreement executed on or about September 16, 2025 between Hays County ("County") and GBRK Edgewood LLC ("Declarant").	Y	Y	Y	Y	Y
4/14/2026	43087	Grant a variance to Section 10.W.1 of the Hays County Rules for On-Site Sewage Facilities allowing for the use of portable toilets for the Old Settlers Music Festival April 17-19, 2026.	Y	Y	Y	Y	Y
4/14/2026	43088	Authorize the Director of Development Services or designee to establish protocols and requirements and develop related forms to bring back to the Commissioners Court for purposes of administratively issuing future variances to Section 10.W.1 of the Hays County On-Site Sewage Facility Rules related to the use of portable toilets.	Y	Y	Y	Y	Y
4/14/2026	43089	Authorize the acceptance of a grant award from the Office of the Governor, State Homeland Security Program - Law Enforcement Terrorism Prevention Act program in the amount of $57,952.22 and amend the budget accordingly.	Y	Y	Y	Y	Y
4/14/2026	43090	Authorize the Sheriffs Office to purchase a Nighthawk BTX Handheld X-Ray Backscatter Imaging System from Paladin Defense Services, LLC in the amount of $58,589.80.	Y	Y	Y	Y	Y
4/14/2026	43091	Authorize the acceptance of Amendment No. 5 to the Department of State Health Services, Public Health Emergency Preparedness grant contract in the amount of $126,723.00.	Y	Y	Y	Y	Y
4/14/2026	43092	Authorize the purchase of furniture for the County Clerk's Office in the amount of $4,409.75 related to the approved office renovations in the fiscal year 2026 approved budget, and amend the budget accordingly.	Y	Y	Y	Y	Y
4/14/2026	43093	Convert one full-time Food Service Worker position, slot #0655-009, into a 0.50 FTE Food Service Worker position and a 0.375 FTE Educator/GED Instructor position, effective May 1, 2026.	Y	Y	Y	Y	Y
4/14/2026	43094	Authorize the execution of a contract for RFP 2026-P06 HVAC - Preventative Maintenance and Repair Services, Countywide between Hays County and Jantzen Luke Myer LLC, dba Ductman AC & Heating.	Y	Y	Y	Y	Y
4/14/2026	43095	Award and execute a contract for IFB 2026-B06 Concrete between Hays County and TRUE Construction, LLC to provide concrete materials countywide on an as-needed basis.	Y	Y	Y	Y	Y
4/14/2026	43096	Award and execute a contract for IFB 2026-B04 Health Department Roof Repair - Hail Storm May 2024 between Hays County and Alamo Roofing to repair the Health Department roof due to hail damage, totaling $159,319.00, and amend the budget accordingly.	Y	Y	Y	Y	Y
4/14/2026	43097	Authorize the execution of a Quitclaim Deed from Hays County to Lisa Greaves Taylor, Lauren Greaves, Jennifer Roberts, and Emily Roberts, Trustees of the Logan Preson Roberts Trust regarding 3.69 acres of real property (known as the Presa Grande Trailhead), as referenced in Instrument Number 22050584, filed in the real property records of Hays County, Texas and authorize the County Administratror's Office and the Civil Division of the Hays County Criminal District Attorney's Office to execute any documents associated therewith.	Y	Y	Y	Y	Y
4/14/2026	43098	Exercise the County's right to terminate the Commercial Contract (including any and all extensions) between Hays County and 400 W Old 290 & Roger Hanks Parkway, LLC related to the possible purchase of real property located at or near Roger Hanks Parkway in Precinct 4 and authorize the County Administrator's Office and the Civil Division of the Hays County Criminal District Attonery's Office to execute any documents associated therewith.	Y	Y	Y	Y	Y
4/14/2026	43099	Adopt a resolution determining the necessity of, and authorizing the use of, Hays County's power of eminent domain to acquire a fee simple interest in 0.0376 acres from property located along Windy Hill Road (Parcel 40), owned by 2300 Windy Hill Road , LLC and which is required for the construction of the proposed Windy Hill roadway improvements and utility adjustments, and authorize County staff and consultants to take other appropriate action related therewith.	Y	Y	Y	Y	Y
4/14/2026	43100	Adopt a resolution determining the necessity of, and authorizing the use of, Hays County's power of eminent domain to acquire a fee simple interest in 2.740 acres from property located along FM 2001 and Satterwhite Road (Parcel 29C), owned by Arenaman O.G.1, LLC and which is required for the construction of the proposed FM 2001 Gap roadway improvements and utility adjustments, and authorize County staff and consultants to take other appropriate action related therewith.	Y	Y	Y	Y	Y
4/14/2026	43101	Adopt a resolution determining the necessity of, and authorizing the use of, Hays County's power of eminent domain to acquire a fee simple interest in 0.8928 acres from property located along GM 2001 and Sattherwhite Road (Parcel 29A), owned by Satterwhite Multifamily, LLC and which is required for the construction of the proposed FM 2001 Gap roadway improvements and utility adjustments, and authorize County staff and consultants to take other appropriate action related therewith.	Y	Y	Y	Y	Y
4/14/2026	43102	Accept the regrade of the Parks and Natural Resources Manager, slot 0171-001, to Parks Superintendent, grade 126 step 9, effective as of April 16th, 2026.	Y	Y	Y	Y	Y
4/14/2026	43103	Appoint Michael Berlad as Interim Director of Development Services effective April 16th, 2026 and include an acting pay stipend of $1,000 per month.	Y	Y	Y	Y	Y

AGENDA ITEM REQUEST FORM: G. 11.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Granjeno

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the Human Resource Department to change Fair Labor Standards Act (FLSA) classification for identified positions effective May 16, 2026. **INGALSBE/GRANJENO**

Summary:

The Hays County Human Resources Department has reviewed the FLSA classification of 3 positions within the county. The Human Resources Department recommends changing the FLSA classification from Non-Exempt to Exempt for the Judicial Services Supervisor, Motor Vehicle Manager, and Property Tax Manager. The positions identified for Exempt reclassification will be paid out all comp balances that are earned through May 15, 2026.

Fiscal Impact:

Amount Requested: Estimate-$4,840.12
Line Item Number: 001-608-20]
001-619-00]

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: Fiscal impact of compensatory time payout is based off hour estimates from the prior pay period due to timing.

Property Tax Manager		Motor Vehicle Manager		Judicial Services Supervisor	
Comp payout		Comp payout		Comp payout	
94.02	Comp Hours	10.00	Comp Hours	6.75	Comp Hours
36.05	Hourly Rate	37.13	Hourly Rate	38.93	Hourly Rate
3,389.30	Base Salary	371.30	Base Salary	262.78	Base Salary
210.14	FICA	23.02	FICA	16.29	FICA
49.14	Medicare	5.38	Medicare	3.81	Medicare
428.75	Retirement	46.97	Retirement	33.24	Retirement
4,077.33	Total Fiscal Impact	446.67	Total Fiscal Impact	316.12	Total Fiscal Impact

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A
Comments:

Auditor's Office

G/L Account Validated Y/N?:
New Revenue Y/N?:
Comments:

Attachments

Recommended Changes

FLSA Review

Effective 05/16/2026

Department	Position	HR Reccomendation
Judicial Services	Judicial Services Supervisor	Change to Exempt
Tax Assesor Collector	Motor Vehicle Manager	Change to Exempt
Tax Assesor Collector	Property Tax Manager	Change to Exempt

AGENDA ITEM REQUEST FORM: G. 12.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Jude Prather

Sponsor: Commissioner Hammer

Agenda Item:

Approve out of state travel for Veterans Service Officers Jude Prather and Ryan McGoldrick to attend the 2026 National Association of County Veterans Service Officers Annual Conference in Reno, Nevada from May 31st - June 5th in an amount not to exceed $5,000.00. **HAMMER/PRATHER**

Summary:

The National Association of County Veterans Service Officers Annual Conference provides education and training to County Veterans Service Officers on a variety of topics. Costs for airfare, hotel, conference registration and per diem for two employees will not exceed $5,000.00.

Fiscal Impact:

Amount Requested: $5,000
Line Item Number: 001-720-00.5551

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: Travel must follow the travel policy, and conference registration must follow the purchasing policy

Auditor's Office

G/L Account Validated Y/N?: Yes, Continuing Education Expense
New Revenue Y/N?: N/A
Comments:

AGENDA ITEM REQUEST FORM: G. 13.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Scot Woodland, Budget Officer

Sponsor:

Agenda Item:

Accept donations totaling $30,000.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly. **INGALSBE**

Summary:

HCCPB will deposit these funds with the county as their pass-through agency. The funds will be allocated back to the agency to be utilized for operational expenses:
>Basic Clothing
>Participation in extracurricular school activities and scholastic achievements
>Equipment and services to encourage and assist academic success and improve graduation rates
>Recognition of significant milestones
>Provide for physical and mental health services not covered by government programs
>Provide support for CPS caseworkers' participation in professional training
>Increase public awareness of child abuse

Fiscal Impact:

Amount Requested: None
Line Item Number: 001-895-98-354.4610/5600

Budget Office:

Source of Funds: Donated Funds
Budget Amendment Required Y/N?: Yes
Comments:
($30,000) - Increase Contributions 001-895-98-354.4610
$30,000 - Increase Project Contributions Expense 001-895-98-354.5600

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A
Comments:

Auditor's Office

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

Attachments

HCCPB Donation Documentation

Hays County Child Protective Board

401 (C) Broadway
San Marcos, Texas 78666

Memorandum
April 22, 2026

Treasurer deposit to:
001-895-98-354.4610
will place on 5/12/26 CC agenda to accept donation and pass thru.

Auditor process payment to:
001-895-98-354.5600

To: Scot Woodland, Budget Officer
Hays County Budget Office
712 S. Stagecoach Trail, Ste. 1045
San Marcos, TX 78666

From: Mary Cauble, Treasurer
Hays County Child Protective Board
401 (C) Broadway
San Marcos, TX 78666

Subject: Acceptance of Grant Disbursement and Donations

As a result of a grant from Caldwell County the Hays County Child Protective Board has received the following enclosed check and submits it to the County for pass through.

- $ 30,000 Caldwell County
  to assist the Hays County Child Protective Board in addressing the needs of children and families assigned to Caldwell County CPS case workers during the remainder of FY 2026

We continue to support Caldwell County in their efforts to establish a Caldwell County Child Protective Board.

Please let me know if you have any questions.

Your assistance is always very much appreciated.

Thanks-
Mary

Taken to Treasurer
4/23/26

RECEIVED
APR 23 2026
BY: Victoria

AGENDA ITEM REQUEST FORM: G. 14.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Jude Prather, Veteran Service Officer

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the Veteran's Services Office to accept a $2,000.00 donation from San Marcos Lions Club for Hope 4 Hays and amend the budget accordingly. **INGALSBE/PRATHER**

Summary:

The Veteran's Services Office has received a $2,000 donation to be utilized to financially assist veterans with utilities, gas, groceries, etc.

Fiscal Impact:

Amount Requested: None
Line Item Number: 001-720-00.4610/5805

Budget Office:

Source of Funds: Donated Funds
Budget Amendment Required Y/N?: Yes
Comments:
($2,000) - Increase Contributions 001-720-00.4610
$2,000 - Increase Veterans Financial Assistance 001-720-00.5805

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: All purchases must follow the purchasing policy.

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: Yes, $2,000 in Contributions
Comments:

AGENDA ITEM REQUEST FORM: G. 15.

Hays County Commissioners Court

Date: 05/12/2026

Requested By:

Sponsor: Judge Becerra

Agenda Item:

Authorize the County Judge to support Centro Cultural Hispano de San Marcos in an amount of $400.00 in support of community activities. **BECERRA**

Summary:

Sponsorship funding will support the Centro Cultural Hispano de San Marcos 2026 Cinco de Mayo Luncheon Celebration, promoting cultural awareness and celebrating Hispanic heritage in the community.

Fiscal Impact:

Amount Requested: $400.00
Line Item Number: 001-600-00.5353

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A
Comments:

Auditor's Office

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

AGENDA ITEM REQUEST FORM: G. 16.

Hays County Commissioners Court

Date: 05/12/2026

Requested By:

Sponsor: Commissioner Smith

Agenda Item:

Authorize the execution of a corrected Chapter 381 Economic Development Incentive Agreement related to Project San Antonio between Hays County and H-E-B, LP. **SMITH**

Summary:

The Commissioners Court approved the execution of a Chapter 381 Economic Development Incentive Agreement related to Project San Antonio on March 10, 2026. After the Commissioners Court approved the Agreement, but before H-E-B executed the Agreement, H-E-B requested an edit to the certification related to salaries of employees. Such edit is referenced on the attached backup documents.

Fiscal Impact:

Amount Requested: TBD
Line Item Number: Reduction of Property Tax and Sales Tax / 001-645-00.5280

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: In years that the conditions of the agreement are met then the County will make annual payments amounting to 50% of property and sales tax generated by the businesses on the land to H-E-B, LP. The total payments shall not exceed $4,000,000 over the term of the agreement.

Purchasing Office:

Purchasing Guidelines Followed Y/N?:
Comments:

Auditor's Office:

G/L Account Validated Y/N?: Reduction of Property Tax and Sales Tax / 001-645-00.5280 Chpt 381 Economic Development Incentives
New Revenue Y/N?: N/A
Comments:

Attachments

Corrected 381 - San Antonio (Clean)
Corrected 381 - San Antonio (Redline)

CHAPTER 381 ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT RELATED TO PROJECT SAN ANTONIO

As of the last date of execution, below (the "Effective Date"), this Chapter 381 Economic Development Incentive Agreement (the "Agreement") is entered into between Hays County, Texas, a political subdivision of the State of Texas (the "County"), and H-E-B, LP ("H-E-B"), a Texas limited partnership. The County and H-E-B may also be referred to collectively as the "Parties" or individually as a "Party".

ARTICLE I
RECITALS

Section 1.01. H-E-B currently has an approximately 10.433 acre commercial property located at 15300 S IH 35, Buda, Texas 78610 ("Old H-E-B Site") and has purchased additional parcels totaling approximately 21.387 acres of land in Buda located at the northwest corner of North Interstate Highway 35 at Main Street ("New H-E-B Site") and is considering the construction of a new H-E-B store ("New Store") of at least approximately 100,000 square feet and the creation of up to 50 fulltime equivalent positions as set forth herein (collectively, the "Project"). The New H-E-B Site consists of the following parcels: an approximately 3.9464 acre parcel with Hays Central Appraisal District Quick Reference ID R15558; an approximately 2.944 acre parcel with Hays Central Appraisal District Quick Reference ID R91947; an approximately 5.5384 acre parcel with Hays Central Appraisal District Quick Reference ID R15579; an approximately 5.776 acre parcel with Hays Central Appraisal District Quick Reference ID R15577; and an approximately 0.288 acre parcel with Hays Central Appraisal District Quick Reference ID R62229. H-E-B anticipates making a capital investment in the Development of at least Seventy Million Dollars ($70,000,000.00 USD) related to such improvements.

Section 1.02. H-E-B had advised the County that the New H-E-B Site has environmental

concerns that requires remediation and related additional costs to develop the New H-E-B Site that are estimated, as reasonably determined by H-E-B, to be at least Thirty Million Dollars ($30,000,000.00 USD) ("Remediation Cost") and a contributing factor inducing H-E-B to undertake and complete the Project is the agreement by the County to provide economic development incentives to H-E-B to be applied to the Remediation Cost under the terms and conditions of this Agreement, including a qualified sales tax incentive and property tax incentive.

Section 1.03. As part of its decision to award economic incentives to H-E-B, the Hays County Commissioners Court has considered that H-E-B is also receiving qualified financial incentives from the City of Buda, from the City of Buda 4B Corporation and from Hays County Emergency Services District No. 8.

Section 1.04. The County finds that H-E-B's Project will benefit the County by creating new jobs and generating additional revenues for the County from the improvements to real property, each of which enhances ad valorem tax collections and sales tax collections.

Section 1.05. The County is authorized under Chapter 381 of the Texas Local Government Code ("***Chapter 381***") to offer certain economic development incentives for public purposes, including the promotion of local economic development and the stimulation of business and commercial activity in the County.

Section 1.06. The County has determined that entering into and providing economic development incentives under this Agreement will promote local economic development and stimulate business and commercial activity in the County.

Section 1.07. For the reasons stated in these Recitals and in consideration of the mutual benefits to and promises of the Parties set forth below, the Parties want to enter into this Agreement and agree to the terms and conditions set forth in this Agreement.

ARTICLE II
DEFINITIONS

Section 2.01. ***"Base Tax Year Value"*** means the ad valorem tax value of the Property (as defined below) as established by the Hays County Tax Assessor-Collector's Office for tax year 2025.

Section 2.02 ***"Baseline Sales Tax Collections"*** means the three- year average amount of sales and use taxes the County received from the Texas Comptroller generated by H-E-B at the Old H-E-B Site in Buda prior to the year in which the New Store at the New H-E-B Site receives its certificate of occupancy from the City of Buda.

Section 2.03. "***Business***" means the business activities of H-E-B conducted in the City of Buda, Hays County, Texas on the Land, including, but not limited to the retail distribution of food and related products to consumers.

Section 2.04. ***"Incentive Period"*** means the thirty (30) year period during which incentive payments are made from the County to H-E-B, beginning on the date that H-E-B receives its certificate of occupancy from the City of Buda for the opening of the New Store at the New H-E-B Site.

Section 2.05. "***Full-Time Equivalent Job(s)***" means a job where an employee works a minimum of thirty (30) hours per week, or 1,560 hours per year, for a specified wage and/or salary of employment, provided such wages shall be at least $35,000.00 annually.

Section 2.06. ***"Land"*** means the Property, Real Property Improvements, and Personal Property thereon, located on the Property.

Section 2.07. ***"Maximum Incentive Amount"*** means the total not to exceed amount of cash incentives which may be paid by the County to H-E-B in the form of incentive payments for sales tax or property tax during the Term of this Agreement, of which amount shall not exceed the

lesser amount of one-third (1/3) of H-E-B's actual Remediation Cost or Four Million Dollars ($4,000,000.00 USD).

Section 2.08. "***Personal Property***" means all, materials, supplies, equipment or other personal property attributable to the Business on the Property subject to ad valorem taxes.

Section 2.09. "***Property***" means the real property within the jurisdictional limits of Hays County, Texas upon which the Project shall be executed, which is approximately 21.387 acres of land in Buda located at the northwest corner of N Interstate Highway 35 at Main Street, Buda, TX 78610 consisting of the following parcels: an approximately 3.9464 acre parcel with Hays Central Appraisal District Quick Reference ID R15558; an approximately 2.944 acre parcel with Hays Central Appraisal District Quick Reference ID R91947; an approximately 5.5384 acre parcel with Hays Central Appraisal District Quick Reference ID R15579; an approximately 5.776 acre parcel with Hays Central Appraisal District Quick Reference ID R15577; and an approximately 0.288 acre parcel with Hays Central Appraisal District Quick Reference ID R62229 and more particularly described and depicted by a boundary survey as show in in Exhibit A which is incorporated herein by reference.

Section 2.10. ***"Property Tax Incentive Payments***" means the County's payments to H-E-B once per year of an amount equal to fifty percent (50%) of the Property Taxes generated from the Property during the Term.

Section 2.11. "***Property Taxes***" are the County's share of the ad valorem taxes, excepting the taxes attributable to the County's special road and bridge taxes, received from the Hays County Tax Assessor-Collector on the value of Real Property Improvements on the Property in excess of the Base Tax Year Value.

Section 2.12. **"*Real Property Improvements***" means the capital improvements (including Personal Property) spent on the Property equal to or greater than Seventy Million Dollars

($70,000,000.00 USD) to support the functions of the Business, including but not limited to, a New Store with an approximate area of 100,000 square feet.

Section 2.13. ***"Sales Tax"*** means the County sales and use taxes attributable the increase between the Baseline Sales Tax Collections and the annual sales tax collections corresponding to each year during the Incentive Period as contemplated by the Agreement that the County actually receives from the Texas Comptroller during each year of the Term of this Agreement.

Section 2.14. ***"Sales Tax Incentive Payments"*** means the County's payments to H-E-B once per year in an amount equal to 50 percent (50%) of the portion of the increase between the Baseline Sales Tax Collections and the annual sales tax collections corresponding to each year during the Incentive Period generated from the Property. The Sales Tax Incentive Payments together with the Property Tax Incentive Payments shall together be referred to herein as the "Incentive Payments" or the "Incentive Payment".

Section 2.15. The "***Term***" of this Agreement shall commence on the Effective Date and continue until the earlier of: (1) the thirtieth (30^{th}) anniversary of the issuance of a certificate of occupancy to H-E-B from the City of Buda for the New Store, but in no event later than the 30^{th} anniversary following the date hereof if a certificate of occupancy is not obtained by H-E-B; or (2) the County's payment of the Maximum Incentive Amount; provided the Term may be extended as necessary due to the County's non-appropriation of funds for Incentive Payments pursuant to Section 6.02 of this Agreement.

ARTICLE III
H-E-B'S
OBLIGATIONS

Section 3.01. Job Creation/Retention. H-E-B shall create and employ at least fifty (50) new net Full-Time Equivalent Jobs within one (1) year of the City of Buda's issuance of a certificate of occupancy for the New Store and the New H-E-B Site ("Employee Date") and keep

such Full-Time Equivalent Jobs filled during the Term; provided that in the event there is a change regarding H-E-B's business operations consistent with market and industry standards (as supported by evidence provided by H-E-B), the County and H-E-B will modify this Agreement to adjust the job requirement accordingly. H-E-B agrees to ensure that no discrimination will occur in the Creation of Jobs on the basis of race, creed, color, national origin, sex or disability.

Section 3.02. Addition of Real Property Improvements and Capital Investment. H-E-B shall improve the New H-E-B Site by constructing the New Store with at least an approximate area of 100,000 square feet (the "Required Improvements"). Completion of the Required Improvements shall be evidenced by a certificate of occupancy issued by the City of Buda. H-E-B shall submit a Certificate (as defined below) to verify that capital investment funds were expended in the amount required by this Agreement before any qualified Incentive Payments are due.

Section 3.03. Roadway Improvements. Prior to the City of Buda's issuance of a final certificate of occupancy for the New Store at the New H-E-B Site, subject to obtaining all necessary permits and approvals, H-E-B agrees to construct certain improvements to the intersection of Old San Antonio Road and Main Street, as specified in Exhibit B, at the Company's expense.

Section 3.04. Old H-E-B Site Improvements. H-E-B agrees that, within eighteen (18) months of a certificate of occupancy being issued by the City of Buda for the New Store at the New H-E-B Site (the "Target Date"), subject to extension for governmental approvals and Force Majeure, H-E-B will use good faith efforts, as reasonably determined by H-E-B, to refresh the former H-E-B retail space at the Old H-E-B Site for use by one or more tenants as reasonably determined by H-E-B. On or before the Target Date, H-E-B will use good faith efforts, as reasonably determined by H-E-B, to lease at least sixty (60) percent of the square footage of the old H-E-B retail space at the Old H-E-B Site to one or more tenants (inclusive of both existing and

new tenants) whose businesses generate primarily retail sales tax revenue. In addition, prior to the Target Date, H-E-B agrees to use good faith efforts, as reasonably determined by H-E-B, to make general improvements and enhancements (the "Improvements") to the existing buildings and general site improvements. Prior to the Target Date and thereafter during H-E-B's ownership of the Old H-E-B Site, H-E-B agrees to use good faith efforts to satisfy the milestone that at least fifty percent (50%) of the leased tenants in the shopping center at the Old H-E-B Site shall be businesses that generate sales tax. H-E-B shall provide a certification (the "Certificate) by an officer of H-E-B that any good faith standard set forth herein (including good faith efforts) has been satisfied and such certification shall be binding as to the satisfaction of such condition for all purposes hereunder, which shall include a list of tenants, leased square footage per tenant, and lease commencement and expiration dates. The Improvements shall include, but shall not be limited to the following:

- Concrete stain all ADA ramps
- Pressure wash the stone along the property facade
- Repaint the canopies (dark color contrasting with property façade)
- Update the tired landscaping in H-E-B's reasonable discretion
- Paint parking lot lights
- Update the Pylon Signs as follows:
    - New panels
    - LED lighting upgrade
    - Paint the signs
    - Clean up the stone when the HEB pill is removed

Section 3.05. Compliance with Laws. In performing its obligations under this Article, H-E-B shall comply with all applicable laws, regulations and ordinances.

ARTICLE IV
INCENTIVE PAYMENTS FROM THE COUNTY

Section 4.01. Incentive Payments in General. Subject to H-E-B's compliance with its performance conditions in Article 3 of this Agreement and subject to the terms, provisions and conditions set forth in this Agreement (as evidenced in part by H-E-B's delivery of the Certificate), the County will make Property Tax Incentive Payments and Sales Tax Incentive Payments to H-E-B in the manner set forth in this Article.

Section 4.02. Thirty-Year Incentive Period. Subject to H-E-B's compliance with its performance conditions in Article 3 of this Agreement and subject to the terms, provisions and conditions set forth in this Agreement (as evidenced in part by H-E-B's delivery of the Certificate), the County shall make annual Property Tax Incentive Payments to H-E-B commencing in the year such performance conditions are satisfied, an amount equal to fifty percent (50%) of Property Taxes generated by the Business on the Land for the preceding calendar year by H-E-B in accordance with the terms of this Agreement, as well as an annual Sales Tax Incentive Payment to H-E-B in the amount equal to fifty percent (50%) of the Sales Tax generated by the Business on the Land in the applicable preceding year. The total cumulative amount of all Incentive Payments over the Term of the Agreement shall not exceed Four Million Dollars ($4,000,000.00).

Section 4.03. Time for Payment. Property Tax Incentive Payments and Sales Tax Incentive Payments will be made by the County in the calendar year immediately following the full calendar year in which the Property Taxes or Sales Taxes upon which the Incentive Payment amounts are based are generated. The County shall not be required to make any Property Tax Incentive Payment or Sales Tax Incentive Payment during any applicable year unless and until:

(a) H-E-B has submitted the Certificate;

(b) the Property Taxes for the prior year are received by the County from the

Hays County Tax Assessor-Collector;

(c) H-E-B's Sales Taxes for the prior year are received by the Texas Comptroller's Office; and

(d) Funds are appropriated by the Hays County Commissioners Court for the specific purpose of making a Property Tax Incentive Payment or a Sales Tax Incentive Payment under this Agreement as part of the County's ordinary budget and appropriations approval process.

Provided the foregoing conditions have been satisfied and H-E-B is not in material breach of any obligation under this Agreement beyond the applicable notice and cure period, the County shall pay to H-E-B any Property Tax Incentive Payments or Sales Tax Incentive Payments due within sixty (60) days after the last to occur of the events in subsections (a), (b), (c), and (d) of this Section.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

Section 5.01. H-E-B's Representations and Warranties. As of the Effective Date, H-E-B represents and warrants to the County that it has the requisite authority to enter into this Agreement; (2) it validly exists and is in good standing under the laws of the State of Texas and that it is authorized to conduct business in the State of Texas; (3) the activities that it proposes to carry on at the Land may, and shall be, lawfully conducted by H-E-B; and (4) to H-E-B's actual knowledge, nothing contained in this Agreement or any information used to negotiate this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein, in the light of the circumstances in which they were made, from being misleading.

Section 5.02. County's Representations and Warranties. The County represents and warrants that the individual executing this Agreement on behalf of the County has been duly authorized to do so.

ARTICLE VI
PERSONAL LIABILITY OF PUBLIC OFFICIALS AND LIMITATIONS ON COUNTY OBLIGATIONS

Section 6.01. Personal Liability of Public Officials. No employee or elected official of the County shall be personally responsible for any liability arising under or growing out of this Agreement.

Section 6.02. Limitations on County Obligations. The Incentive Payments made and any other financial obligation of the County hereunder shall be paid solely from lawfully available funds that have been budgeted and appropriated each year during the Term by the County as provided in this Agreement. Under no circumstances shall the County's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the County shall have no obligation or liability to pay any Incentive Payments or other payments unless the County budgets and appropriates funds to make such payments during the County's fiscal year in which such Incentive Payment(s) or other payments are payable under this Agreement, provided the County shall use best efforts to budget and appropriate such funds. If the County fails to appropriate funds for an Incentive Payment, H-E-B may at its option (i) terminate this Agreement effective upon written notice to the County, subject to any unpaid Incentive Payment properly due to H-E-B for which a lawful appropriation of funds has occurred, (ii) waive the request for such applicable year or (iii) by mutual agreement, extend this Agreement until such time that all Incentive Payments contemplated hereunder are fully paid to H-E-B with each Incentive Payment being re-

calculated for the applicable year if extended.

Section 6.03. No Recourse. H-E-B shall have no recourse against the County for the County's failure to budget and appropriate funds during any fiscal year to meet the purposes and satisfy its obligations under this Agreement; provided the County has used best efforts to budget and appropriate such funds and has complied with all statutory obligations pertaining thereto.

ARTICLE VII
INFORMATION AND DOCUMENTATION

Section 7.01. Information. H-E-B shall, at such times and in such form as the County may reasonably request from H-E-B, provide information concerning the performance of H-E-B's obligations under this Agreement.

Section 7.02. Annual Certification Related to Jobs and Compliance With Agreement. Beginning in the year a certificate of occupancy is issued by the City of Buda for the New Store at the New H-E-B Site and continuing each year thereafter during the Term, H-E-B shall submit to the County, on or before April 30th, a certified statement acceptable to the Hays County Auditor, signed by an authorized officer or employee of H-E-B, providing the following information:

(a) the total number of Full-Time Equivalent Jobs created in the preceding calendar year and cumulatively since the Effective Date, including a certification that the annualized wage of each Full-Time Equivalent Job is equal to or greater than $35,000.00 in accordance with Section 2.05 above; and

(b) the amount of sales and use tax generated by the New Store as set forth in the Sales Tax Report submitted to the Texas Comptroller. Such annual report

shall be in form acceptable to H-E-B reporting the local sales and use taxes collected by H-E-B as a result of H-E-B's operation located on the Property (the "Sales Tax Report"). H-E-B will provide a release to the Texas Comptroller that will allow the Texas Comptroller to release to the County the amount of sales and use tax generated by the New Store. The County shall rely on such information as accurate and definitive for purposes of this Agreement, and County shall have no right to review or audit records of H-E-B. Each Sales Tax Report from H-E-B shall be due by April 30th for the previous calendar year during the Term. The County agrees to keep this Sales Tax Report information "Confidential" consistent with Sec. 321.3022(f) of the Texas Tax Code, and to the extent allowed by law.

Section 7.03. Review of H-E-B Records. The County may request reasonable information from H-E-B (excluding confidential and proprietary information) needed to resolve a discrepancy upon at least seven (7) days prior written notice. H-E-B shall review such request and may, in H-E-B's sole discretion, release such information to the County (excluding confidential and proprietary information). In the event H-E-B does not permit the release of information necessary to resolve the discrepancy, the County shall be absolved of its obligation to provide any Incentive Payments otherwise due for that year. To the extent reasonably possible, H-E-B shall make all such records available in electronic form or otherwise available to be accessed through the internet.

ARTICLE VIII
DEFAULT, TERMINATION AND REMEDIES

Section 8.01. Noncompliance with Jobs Obligations. If, at the end of any applicable year during the Term, H-E-B is not in compliance with the obligations to create and maintain Jobs,

as provided in this Agreement, the County may withhold Incentive Payments that would otherwise be due to H-E-B for that year. If the County elects to withhold Incentive Payments, the County will resume Incentive Payments for any subsequent years during the Term in which H-E-B is in compliance; however any Incentive Payments withheld by the County for any years during which H-E-B is not in compliance shall be deemed forfeited by H-E-B and the County shall at no time be liable for later payment of such Incentive Payments.

Section 8.02. Notice of Default. At any time during the Term of this Agreement that H-E-B is not materially in compliance with its obligations under this Agreement, the County may send H-E-B notice of such non-compliance. If such non-compliance is not cured within sixty (60) days after H-E-B's receipt of such notice or, if non-compliance is not reasonably susceptible to cure within sixty (60) days, a cure is not begun within such 60-day period and thereafter continuously and diligently pursued to completion (in either event, a "***Cure***"), then the County may, at its option, terminate this Agreement or withhold Incentive Payments until such Cure occurs. Except as provided under Section 8.01, upon a Cure by H-E-B, the Incentive Payments shall automatically and immediately resume, except any Incentive Payments withheld by the County for any years during which H-E-B is not in compliance shall be deemed forfeited by H-E-B and the County shall at no time be liable for later payment of such Incentive Payments. Except as to circumstances arising from an event of *force majeure*, the Term shall not be extended as a result of any cure period under this section. County shall have no other rights or remedies against H-E-B except as set forth above.

Section 8.03. County Default. Notwithstanding anything herein to the contrary, if the County fails to timely comply with any of the requirements, obligations, duties, terms, conditions or warranties set forth in this Agreement, such failure shall be a default by the County, and the County shall have sixty (60) days to cure such default upon receipt of written notice thereof from

H-E-B. H-E-B shall have the right to pursue any rights or remedies at law or in equity against the County for any default that is not cured within the foregoing time period and in which case such defaulting entity shall be liable to H-E-B for any and all costs, demands, claims, judgments and/or damage (including attorneys' fees and court costs) plus any other amounts due hereunder that may be incurred by H-E-B as a result or arising out of such default. Notwithstanding the foregoing, the County, in entering this Agreement does not waive its immunity from suit or any other limitations on its liability, contractual or otherwise, as granted by the Texas Constitution or applicable laws of the State of Texas.

Section 8.04. H-E-B's Obligations. Notwithstanding anything in this Agreement to the contrary, H-E-B shall have no obligation to (i) open or operate on the New H-E-B Site, (ii) operate on the Old H-E-B Site, and/or (iii) make any improvements and/or enter into any leases pertaining to either the New H-E-B Site or the Old H-E-B Site; provided that in the event H-E-B opens for business on the New H-E-B Site (provided H-E-B has no obligation to do so) and thereafter closes for a period exceeding one hundred eight (180) consecutive days for any reason beyond the control of H-E-B (i.e., fire, storm, strike, etc.) or remodeling or reconstruction then the County shall have the right to terminate this Agreement upon thirty (30) days' written notice to H-E-B. If H-E-B resumes operations on the Leased Premises within such 30-day period, then this Agreement shall not terminate and will continue in full force and effect in accordance with the terms and provisions hereof. Notwithstanding anything herein to the contrary, in the event H-E-B closes for another period exceeding 180 consecutive days, the County shall again have the right to terminate this Agreement upon thirty (30) days' notice to H-E-B if exercised within thirty (30) days after such closure.

Section 8.05. Offset. The County may deduct from any Incentive Payments, as an offset, any delinquent and unpaid fees, sums of money or other fees, charges or taxes assessed and

owed to or for the benefit of the County.

Section 8.06. Force Majeure. An event of *force majeure* means an event beyond the reasonable control of a party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations.

Section 8.07. INDEMNIFICATION. THE COUNTY SHALL NOT BE OBLIGATED TO PAY ANY INDEBTEDNESS OR OBLIGATIONS OF H-E-B. UNLESS CAUSED BY THE WILLFUL NEGLIGENCE OR GROSS MISCONDUCT OF THE COUNTY, H-E-B HEREBY AGREES TO INDEMNIFY AND HOLD THE COUNTY, AND THE COUNTY'S ELECTED OFFICIALS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY ACTIVITIES TO BE CARRIED OUT BY H-E-B PURSUANT TO THE OBLIGATIONS OF THIS AGREEMENT, INCLUDING BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT OF H-E-B CONTAINED IN THIS AGREEMENT, BEYOND ANY APPLICABLE NOTICE AND CURE PROVISION. H-E-B'S INDEMNIFICATION OBLIGATION HEREUNDER SHALL INCLUDE PAYMENT OF THE COUNTY'S REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES WITH RESPECT THERETO. NOTWITHSTANDING THE FOREGOING, THE ABOVE INDEMNITY EXPRESSLY EXCLUDES CONSEQUENTIAL AND PUNITIVE DAMAGES.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Entire Agreement. This Agreement, including any exhibits hereto,

contains the entire agreement between the parties with respect to the transactions contemplated herein.

Section 9.02. Amendments. This Agreement may only be amended, altered, or terminated by written instrument signed by all parties.

Section 9.03. Assignment. H-E-B may not assign any of its rights, or delegate or subcontract any of its duties under this Agreement, in whole or in part, without the prior written consent of the County.

Section 9.04. Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

Section 9.05. Notices. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy, or reputable overnight carrier, and shall be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

H-E-B: H-E-B, LP
Attn: Jared O'Brien
646 South Flores Street
San Antonio, Texas 78204
Email: Obrien.jared@heb.com

With Copy to: Golden Steves & Gordon, LLP
Attn: Ami Gordon
200 E. Basse Road, Suite 200
San Antionio, Texas 78209
Email: agordon@goldensteves.com

County: Hays County
111 E. San Antonio Street, Suite
300 San Marcos, Texas 78666 Attn:
Hays County Judge
Telephone: (512) 393-2205

Email:
judge.becerra@hayscountytx.gov

With Copy to: Hays County Criminal District Attorney's Office
Attn: Civil Division
111 E. San Antonio Street, Suite 202
San Marcos, Texas 78666
Telephone: (512) 393-2219
Email: jordan.powell@hayscountytx.gov

Section 9.06. Applicable Law and Venue. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings shall lie in State courts located in Hays County, Texas. Venue for any matters in federal court will be in the United States District Court for the Western District of Texas. The Parties are entering into this Agreement in reliance upon its enforceability.

Section 9.07. Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceable under the applicable present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Section 9.08. Third Parties. The County and H-E-B intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the County and H-E-B or permitted assignees of the County and H-E-B, except that the indemnification and hold harmless obligations by H-E-B provided for in this Agreement shall inure to the benefit of the indemnitees named therein.

Section 9.09. No Joint Venture. Nothing contained in this Agreement is intended by the

parties to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

Section 9.10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

[Signature Page Follows]

THIS CHAPTER 381 AGREEMENT between Hays County and H-E-B, LP is HEREBY EXECUTED to be effective as of the last date executed below.

HAYS COUNTY, TEXAS

By: _____ _____
Judge Ruben Becerra Date
Hays County Judge

Attest: _____
Elaine Cardenas, MBA, PhD
Hays County Clerk

H-E-B, LP

By: _____ March , 2026
Name: Benjamin R. Scott Date
Title: Group Vice President of Real Estate
and Shopping Center Development

EXHIBIT A
PROPERTY DEPICTION

[See Attached]

EXHIBIT B
ROADWAY IMPROVEMENTS

[See Attached]

CHAPTER 381 ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT RELATED TO PROJECT SAN ANTONIO

As of the last date of execution, below (the "Effective Date"), this Chapter 381 Economic Development Incentive Agreement (the "Agreement") is entered into between Hays County, Texas, a political subdivision of the State of Texas (the "County"), and H-E-B, LP ("H-E-B"), a Texas limited partnership. The County and H-E-B may also be referred to collectively as the "Parties" or individually as a "Party".

ARTICLE I
RECITALS

Section 1.01. H-E-B currently has an approximately 10.433 acre commercial property located at 15300 S IH 35, Buda, Texas 78610 ("Old H-E-B Site") and has purchased additional parcels totaling approximately 21.387 acres of land in Buda located at the northwest corner of North Interstate Highway 35 at Main Street ("New H-E-B Site") and is considering the construction of a new H-E-B store ("New Store") of at least approximately 100,000 square feet and the creation of up to 50 fulltime equivalent positions as set forth herein (collectively, the "Project"). The New H-E-B Site consists of the following parcels: an approximately 3.9464 acre parcel with Hays Central Appraisal District Quick Reference ID R15558; an approximately 2.944 acre parcel with Hays Central Appraisal District Quick Reference ID R91947; an approximately 5.5384 acre parcel with Hays Central Appraisal District Quick Reference ID R15579; an approximately 5.776 acre parcel with Hays Central Appraisal District Quick Reference ID R15577; and an approximately 0.288 acre parcel with Hays Central Appraisal District Quick Reference ID R62229. H-E-B anticipates making a capital investment in the Development of at least Seventy Million Dollars ($70,000,000.00 USD) related to such improvements.

Section 1.02. H-E-B had advised the County that the New H-E-B Site has environmental concerns that requires remediation and related additional costs to develop the New H-E-B Site that are estimated, as reasonably determined by H-E-B, to be at least Thirty Million Dollars ($30,000,000.00 USD) ("Remediation Cost") and a contributing factor inducing H-E-B to undertake and complete the Project is the agreement by the County to provide economic development incentives to H-E-B to be applied to the Remediation Cost under the terms and conditions of this Agreement, including a qualified sales tax incentive and property tax incentive.

Section 1.03. As part of its decision to award economic incentives to H-E-B, the Hays County Commissioners Court has considered that H-E-B is also receiving qualified financial incentives from the City of Buda, from the City of Buda 4B Corporation and from Hays County Emergency Services District No. 8.

Section 1.04. The County finds that H-E-B's Project will benefit the County by creating new jobs and generating additional revenues for the County from the improvements to real property, each of which enhances ad valorem tax collections and sales tax collections.

Section 1.05. The County is authorized under Chapter 381 of the Texas Local Government Code ("***Chapter 381***") to offer certain economic development incentives for public purposes, including the promotion of local economic development and the stimulation of business and commercial activity in the County.

Section 1.06. The County has determined that entering into and providing economic development incentives under this Agreement will promote local economic development and stimulate business and commercial activity in the County.

Section 1.07. For the reasons stated in these Recitals and in consideration of the mutual benefits to and promises of the Parties set forth below, the Parties want to enter into this Agreement and agree to the terms and conditions set forth in this Agreement.

ARTICLE II
DEFINITIONS

Section 2.01. ***"Base Tax Year Value"*** means the ad valorem tax value of the Property (as defined below) as established by the Hays County Tax Assessor-Collector's Office for tax year 2025.

Section 2.02 ***"Baseline Sales Tax Collections"*** means the three- year average amount of sales and use taxes the County received from the Texas Comptroller generated by H-E-B at the Old H-E-B Site in Buda prior to the year in which the New Store at the New H-E-B Site receives its certificate of occupancy from the City of Buda.

Section 2.03. "***Business***" means the business activities of H-E-B conducted in the City of Buda, Hays County, Texas on the Land, including, but not limited to the retail distribution of food and related products to consumers.

Section 2.04. ***"Incentive Period"*** means the thirty (30) year period during which incentive payments are made from the County to H-E-B, beginning on the date that H-E-B receives its certificate of occupancy from the City of Buda for the opening of the New Store at the New H-E-B Site.

Section 2.05. "***Full-Time Equivalent Job(s)***" means a job where an employee works a minimum of thirty (30) hours per week, or 1,560 hours per year, for a specified wage and/or salary of employment, provided such wages shall be at least $35,000.00 annually.

Section 2.06. ***"Land"*** means the Property, Real Property Improvements, and Personal Property thereon, located on the Property.

Section 2.07. ***"Maximum Incentive Amount"*** means the total not to exceed amount of cash incentives which may be paid by the County to H-E-B in the form of incentive payments for sales tax or property tax during the Term of this Agreement, of which amount shall not exceed the lesser amount of one-third (1/3) of H-E-B's actual Remediation Cost or Four Million Dollars ($4,000,000.00 USD).

Section 2.08. "***Personal Property***" means all, materials, supplies, equipment or other personal property attributable to the Business on the Property subject to ad valorem taxes.

Section 2.09. "***Property***" means the real property within the jurisdictional limits of Hays County, Texas upon which the Project shall be executed, which is approximately 21.387 acres of land in Buda located at the northwest corner of N Interstate Highway 35 at Main Street, Buda, TX 78610 consisting of the following parcels: an approximately 3.9464 acre parcel with Hays Central Appraisal District Quick Reference ID R15558; an approximately 2.944 acre parcel with Hays Central Appraisal District Quick Reference ID R91947; an approximately 5.5384 acre parcel with Hays Central Appraisal District Quick Reference ID R15579; an approximately 5.776 acre parcel with Hays Central Appraisal District Quick Reference ID R15577; and an approximately 0.288 acre parcel with Hays Central Appraisal District Quick Reference ID R62229 and more particularly described and depicted by a boundary survey as show in in Exhibit A which is incorporated herein by reference.

Section 2.10. ***"Property Tax Incentive Payments***" means the County's payments to H-E-B once per year of an amount equal to fifty percent (50%) of the Property Taxes generated from the Property during the Term.

Section 2.11. "***Property Taxes***" are the County's share of the ad valorem taxes, excepting the taxes attributable to the County's special road and bridge taxes, received from the Hays County

Tax Assessor-Collector on the value of Real Property Improvements on the Property in excess of the Base Tax Year Value.

Section 2.12. **"*Real Property Improvements*"** means the capital improvements (including Personal Property) spent on the Property equal to or greater than Seventy Million Dollars ($70,000,000.00 USD) to support the functions of the Business, including but not limited to, a New Store with an approximate area of 100,000 square feet.

Section 2.13. ***"Sales Tax"*** means the County sales and use taxes attributable the increase between the Baseline Sales Tax Collections and the annual sales tax collections corresponding to each year during the Incentive Period as contemplated by the Agreement that the County actually receives from the Texas Comptroller during each year of the Term of this Agreement.

Section 2.14. ***"Sales Tax Incentive Payments"*** means the County's payments to H-E-B once per year in an amount equal to 50 percent (50%) of the portion of the increase between the Baseline Sales Tax Collections and the annual sales tax collections corresponding to each year during the Incentive Period generated from the Property. The Sales Tax Incentive Payments together with the Property Tax Incentive Payments shall together be referred to herein as the "Incentive Payments" or the "Incentive Payment".

Section 2.15. The "***Term***" of this Agreement shall commence on the Effective Date and continue until the earlier of: (1) the thirtieth (30^{th}) anniversary of the issuance of a certificate of occupancy to H-E-B from the City of Buda for the New Store, but in no event later than the 30^{th} anniversary following the date hereof if a certificate of occupancy is not obtained by H-E-B; or (2) the County's payment of the Maximum Incentive Amount; provided the Term may be extended as necessary due to the County's non-appropriation of funds for Incentive Payments pursuant to Section 6.02 of this Agreement.

ARTICLE III

H-E-B'S OBLIGATIONS

Section 3.01. Job Creation/Retention. H-E-B shall create and employ at least fifty (50) new net Full-Time Equivalent Jobs within one (1) year of the City of Buda's issuance of a certificate of occupancy for the New Store and the New H-E-B Site ("Employee Date") and keep such Full-Time Equivalent Jobs filled during the Term; provided that in the event there is a change regarding H-E-B's business operations consistent with market and industry standards (as supported by evidence provided by H-E-B), the County and H-E-B will modify this Agreement to adjust the job requirement accordingly. H-E-B agrees to ensure that no discrimination will occur in the Creation of Jobs on the basis of race, creed, color, national origin, sex or disability.

Section 3.02. Addition of Real Property Improvements and Capital Investment. H-E-B shall improve the New H-E-B Site by constructing the New Store with at least an approximate area of 100,000 square feet (the "Required Improvements"). Completion of the Required Improvements shall be evidenced by a certificate of occupancy issued by the City of Buda. H-E-B shall submit a Certificate (as defined below) to verify that capital investment funds were expended in the amount required by this Agreement before any qualified Incentive Payments are due.

Section 3.03. Roadway Improvements. Prior to the City of Buda's issuance of a final certificate of occupancy for the New Store at the New H-E-B Site, subject to obtaining all necessary permits and approvals, H-E-B agrees to construct certain improvements to the intersection of Old San Antonio Road and Main Street, as specified in Exhibit B, at the Company's expense.

Section 3.04. Old H-E-B Site Improvements. H-E-B agrees that, within eighteen (18) months of a certificate of occupancy being issued by the City of Buda for the New Store at the

New H-E-B Site (the "Target Date"), subject to extension for governmental approvals and Force Majeure, H-E-B will use good faith efforts, as reasonably determined by H-E-B, to refresh the former H-E-B retail space at the Old H-E-B Site for use by one or more tenants as reasonably determined by H-E-B. On or before the Target Date, H-E-B will use good faith efforts, as reasonably determined by H-E-B, to lease at least sixty (60) percent of the square footage of the old H-E-B retail space at the Old H-E-B Site to one or more tenants (inclusive of both existing and new tenants) whose businesses generate primarily retail sales tax revenue. In addition, prior to the Target Date, H-E-B agrees to use good faith efforts, as reasonably determined by H-E-B, to make general improvements and enhancements (the "Improvements") to the existing buildings and general site improvements. Prior to the Target Date and thereafter during H-E-B's ownership of the Old H-E-B Site, H-E-B agrees to use good faith efforts to satisfy the milestone that at least fifty percent (50%) of the leased tenants in the shopping center at the Old H-E-B Site shall be businesses that generate sales tax. H-E-B shall provide a certification (the "Certificate) by an officer of H-E-B that any good faith standard set forth herein (including good faith efforts) has been satisfied and such certification shall be binding as to the satisfaction of such condition for all purposes hereunder, which shall include a list of tenants, leased square footage per tenant, and lease commencement and expiration dates. The Improvements shall include, but shall not be limited to the following:

- Concrete stain all ADA ramps
- Pressure wash the stone along the property facade
- Repaint the canopies (dark color contrasting with property façade)
- Update the tired landscaping in H-E-B's reasonable discretion

- Paint parking lot lights
- Update the Pylon Signs as follows:
    - New panels
    - LED lighting upgrade
    - Paint the signs
    - Clean up the stone when the HEB pill is removed

Section 3.05. Compliance with Laws. In performing its obligations under this Article, H-E-B shall comply with all applicable laws, regulations and ordinances.

ARTICLE IV
INCENTIVE PAYMENTS FROM THE COUNTY

Section 4.01. Incentive Payments in General. Subject to H-E-B's compliance with its performance conditions in Article 3 of this Agreement and subject to the terms, provisions and conditions set forth in this Agreement (as evidenced in part by H-E-B's delivery of the Certificate), the County will make Property Tax Incentive Payments and Sales Tax Incentive Payments to H-E-B in the manner set forth in this Article.

Section 4.02. Thirty-Year Incentive Period. Subject to H-E-B's compliance with its performance conditions in Article 3 of this Agreement and subject to the terms, provisions and conditions set forth in this Agreement (as evidenced in part by H-E-B's delivery of the Certificate), the County shall make annual Property Tax Incentive Payments to H-E-B commencing in the year such performance conditions are satisfied, an amount equal to fifty percent (50%) of Property Taxes generated by the Business on the Land for the preceding calendar year by H-E-B in accordance with the terms of this Agreement, as well as an annual Sales Tax Incentive Payment to H-E-B in the amount equal to fifty percent (50%) of the Sales Tax generated by the Business on the Land in the applicable preceding year. The total cumulative amount of all

Incentive Payments over the Term of the Agreement shall not exceed Four Million Dollars ($4,000,000.00).

Section 4.03. Time for Payment. Property Tax Incentive Payments and Sales Tax Incentive Payments will be made by the County in the calendar year immediately following the full calendar year in which the Property Taxes or Sales Taxes upon which the Incentive Payment amounts are based are generated. The County shall not be required to make any Property Tax Incentive Payment or Sales Tax Incentive Payment during any applicable year unless and until:

(a) H-E-B has submitted the Certificate;

(b) the Property Taxes for the prior year are received by the County from the Hays County Tax Assessor-Collector;

(c) H-E-B's Sales Taxes for the prior year are received by the Texas Comptroller's Office; and

(d) Funds are appropriated by the Hays County Commissioners Court for the specific purpose of making a Property Tax Incentive Payment or a Sales Tax Incentive Payment under this Agreement as part of the County's ordinary budget and appropriations approval process.

Provided the foregoing conditions have been satisfied and H-E-B is not in material breach of any obligation under this Agreement beyond the applicable notice and cure period, the County shall pay to H-E-B any Property Tax Incentive Payments or Sales Tax Incentive Payments due within sixty (60) days after the last to occur of the events in subsections (a), (b), (c), and (d) of this Section.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

Section 5.01. H-E-B's Representations and Warranties. As of the Effective Date, H-E-B represents and warrants to the County that it has the requisite authority to enter into this Agreement; (2) it validly exists and is in good standing under the laws of the State of Texas and that it is authorized to conduct business in the State of Texas; (3) the activities that it proposes to carry on at the Land may, and shall be, lawfully conducted by H-E-B; and (4) to H-E-B's actual knowledge, nothing contained in this Agreement or any information used to negotiate this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein, in the light of the circumstances in which they were made, from being misleading.

Section 5.02. County's Representations and Warranties. The County represents and warrants that the individual executing this Agreement on behalf of the County has been duly authorized to do so.

ARTICLE VI
PERSONAL LIABILITY OF PUBLIC OFFICIALS AND LIMITATIONS ON COUNTY OBLIGATIONS

Section 6.01. Personal Liability of Public Officials. No employee or elected official of the County shall be personally responsible for any liability arising under or growing out of this Agreement.

Section 6.02. Limitations on County Obligations. The Incentive Payments made and any other financial obligation of the County hereunder shall be paid solely from lawfully available funds that have been budgeted and appropriated each year during the Term by the County as provided in this Agreement. Under no circumstances shall the County's obligations

hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the County shall have no obligation or liability to pay any Incentive Payments or other payments unless the County budgets and appropriates funds to make such payments during the County's fiscal year in which such Incentive Payment(s) or other payments are payable under this Agreement, provided the County shall use best efforts to budget and appropriate such funds. If the County fails to appropriate funds for an Incentive Payment, H-E-B may at its option (i) terminate this Agreement effective upon written notice to the County, subject to any unpaid Incentive Payment properly due to H-E-B for which a lawful appropriation of funds has occurred, (ii) waive the request for such applicable year or (iii) by mutual agreement, extend this Agreement until such time that all Incentive Payments contemplated hereunder are fully paid to H-E-B with each Incentive Payment being re-calculated for the applicable year if extended.

Section 6.03. No Recourse. H-E-B shall have no recourse against the County for the County's failure to budget and appropriate funds during any fiscal year to meet the purposes and satisfy its obligations under this Agreement; provided the County has used best efforts to budget and appropriate such funds and has complied with all statutory obligations pertaining thereto.

ARTICLE VII
INFORMATION AND DOCUMENTATION

Section 7.01. Information. H-E-B shall, at such times and in such form as the County may reasonably request from H-E-B, provide information concerning the performance of H-E-B's obligations under this Agreement.

Section 7.02. Annual Certification Related to Jobs and Compliance With Agreement. Beginning in the year a certificate of occupancy is issued by the City of Buda for the New Store

at the New H-E-B Site and continuing each year thereafter during the Term, H-E-B shall submit to the County, on or before April 30th, a certified statement acceptable to the Hays County Auditor, signed by an authorized officer or employee of H-E-B, providing the following information:

(a) the total number of Full-Time Equivalent Jobs created in the preceding calendar year and cumulatively since the Effective Date, including a certification that the annualized ~~wages~~wage of each Full-Time Equivalent Job is equal to or greater than $35,000.00 in accordance with Section 2.05 above; and

(b) the amount of sales and use tax generated by the New Store as set forth in the Sales Tax Report submitted to the Texas Comptroller. Such annual report shall be in form acceptable to H-E-B reporting the local sales and use taxes collected by H-E-B as a result of H-E-B's operation located on the Property (the "Sales Tax Report"). H-E-B will provide a release to the Texas Comptroller that will allow the Texas Comptroller to release to the County the amount of sales and use tax generated by the New Store. The County shall rely on such information as accurate and definitive for purposes of this Agreement, and County shall have no right to review or audit records of H-E-B. Each Sales Tax Report from H-E-B shall be due by April 30th for the previous calendar year during the Term. The County agrees to keep this Sales Tax Report information "Confidential" consistent with Sec. 321.3022(f) of the Texas Tax Code, and to the extent allowed by law.

Section 7.03. Review of H-E-B Records. The County may request reasonable

information from H-E-B (excluding confidential and proprietary information) needed to resolve a discrepancy upon at least seven (7) days prior written notice. H-E-B shall review such request and may, in H-E-B's sole discretion, release such information to the County (excluding confidential and proprietary information). In the event H-E-B does not permit the release of information necessary to resolve the discrepancy, the County shall be absolved of its obligation to provide any Incentive Payments otherwise due for that year. To the extent reasonably possible, H-E-B shall make all such records available in electronic form or otherwise available to be accessed through the internet.

ARTICLE VIII
DEFAULT, TERMINATION AND REMEDIES

Section 8.01. Noncompliance with Jobs Obligations. If, at the end of any applicable year during the Term, H-E-B is not in compliance with the obligations to create and maintain Jobs, as provided in this Agreement, the County may withhold Incentive Payments that would otherwise be due to H-E-B for that year. If the County elects to withhold Incentive Payments, the County will resume Incentive Payments for any subsequent years during the Term in which H-E-B is in compliance; however any Incentive Payments withheld by the County for any years during which H-E-B is not in compliance shall be deemed forfeited by H-E-B and the County shall at no time be liable for later payment of such Incentive Payments.

Section 8.02. Notice of Default. At any time during the Term of this Agreement that H-E-B is not materially in compliance with its obligations under this Agreement, the County may send H-E-B notice of such non-compliance. If such non-compliance is not cured within sixty (60) days after H-E-B's receipt of such notice or, if non-compliance is not reasonably

susceptible to cure within sixty (60) days, a cure is not begun within such 60-day period and thereafter continuously and diligently pursued to completion (in either event, a "***Cure***"), then the County may, at its option, terminate this Agreement or withhold Incentive Payments until such Cure occurs. Except as provided under Section 8.01, upon a Cure by H-E-B, the Incentive Payments shall automatically and immediately resume, except any Incentive Payments withheld by the County for any years during which H-E-B is not in compliance shall be deemed forfeited by H-E-B and the County shall at no time be liable for later payment of such Incentive Payments. Except as to circumstances arising from an event of *force majeure*, the Term shall not be extended as a result of any cure period under this section. County shall have no other rights or remedies against H-E-B except as set forth above.

Section 8.03. County Default. Notwithstanding anything herein to the contrary, if the County fails to timely comply with any of the requirements, obligations, duties, terms, conditions or warranties set forth in this Agreement, such failure shall be a default by the County, and the County shall have sixty (60) days to cure such default upon receipt of written notice thereof from H-E-B. H-E-B shall have the right to pursue any rights or remedies at law or in equity against the County for any default that is not cured within the foregoing time period and in which case such defaulting entity shall be liable to H-E-B for any and all costs, demands, claims, judgments and/or damage (including attorneys' fees and court costs) plus any other amounts due hereunder that may be incurred by H-E-B as a result or arising out of such default. Notwithstanding the foregoing, the County, in entering this Agreement does not waive its immunity from suit or any other limitations on its liability, contractual or otherwise, as granted by the Texas Constitution or applicable laws of the State of Texas.

Section 8.04. H-E-B's Obligations. Notwithstanding anything in this Agreement to the

contrary, H-E-B shall have no obligation to (i) open or operate on the New H-E-B Site, (ii) operate on the Old H-E-B Site, and/or (iii) make any improvements and/or enter into any leases pertaining to either the New H-E-B Site or the Old H-E-B Site; provided that in the event H-E-B opens for business on the New H-E-B Site (provided H-E-B has no obligation to do so) and thereafter closes for a period exceeding one hundred eight (180) consecutive days for any reason beyond the control of H-E-B (i.e., fire, storm, strike, etc.) or remodeling or reconstruction then the County shall have the right to terminate this Agreement upon thirty (30) days' written notice to H-E-B. If H-E-B resumes operations on the Leased Premises within such 30-day period, then this Agreement shall not terminate and will continue in full force and effect in accordance with the terms and provisions hereof. Notwithstanding anything herein to the contrary, in the event H-E-B closes for another period exceeding 180 consecutive days, the County shall again have the right to terminate this Agreement upon thirty (30) days' notice to H-E-B if exercised within thirty (30) days after such closure.

Section 8.05. Offset. The County may deduct from any Incentive Payments, as an offset, any delinquent and unpaid fees, sums of money or other fees, charges or taxes assessed and owed to or for the benefit of the County.

Section 8.06. Force Majeure. An event of *force majeure* means an event beyond the reasonable control of a party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations.

Section 8.07. INDEMNIFICATION. THE COUNTY SHALL NOT BE

OBLIGATED TO PAY ANY INDEBTEDNESS OR OBLIGATIONS OF H-E-B. UNLESS CAUSED BY THE WILLFUL NEGLIGENCE OR GROSS MISCONDUCT OF THE COUNTY, H-E-B HEREBY AGREES TO INDEMNIFY AND HOLD THE COUNTY, AND THE COUNTY'S ELECTED OFFICIALS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY ACTIVITIES TO BE CARRIED OUT BY H-E-B PURSUANT TO THE OBLIGATIONS OF THIS AGREEMENT, INCLUDING BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT OF H-E-B CONTAINED IN THIS AGREEMENT, BEYOND ANY APPLICABLE NOTICE AND CURE PROVISION. H-E-B'S INDEMNIFICATION OBLIGATION HEREUNDER SHALL INCLUDE PAYMENT OF THE COUNTY'S REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES WITH RESPECT THERETO. NOTWITHSTANDING THE FOREGOING, THE ABOVE INDEMNITY EXPRESSLY EXCLUDES CONSEQUENTIAL AND PUNITIVE DAMAGES.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Entire Agreement. This Agreement, including any exhibits hereto, contains the entire agreement between the parties with respect to the transactions contemplated herein.

Section 9.02. Amendments. This Agreement may only be amended, altered, or terminated by written instrument signed by all parties.

Section 9.03. Assignment. H-E-B may not assign any of its rights, or delegate or subcontract any of its duties under this Agreement, in whole or in part, without the prior written consent of the County.

Section 9.04. Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

Section 9.05. Notices. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy, or reputable overnight carrier, and shall be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

H-E-B:	H-E-B, LP Attn: Jared O'Brien 646 South Flores Street San Antonio, Texas 78204 Email: Obrien.jared@heb.com
With Copy to:	Golden Steves & Gordon, LLP Attn: Ami Gordon 200 E. Basse Road, Suite 200 San Antionio, Texas 78209 Email: agordon@goldensteves.com
County:	Hays County 111 E. San Antonio Street, Suite 300 San Marcos, Texas 78666 Attn: Hays County Judge Telephone: (512) 393-2205 Email: judge.becerra@hayscountytx.gov
With Copy to:	Hays County Criminal District Attorney's Office Attn: Civil Division 111 E. San Antonio Street, Suite 202 San Marcos, Texas 78666 Telephone: (512) 393-2219 Email: jordan.powell@hayscountytx.gov

Section 9.06. Applicable Law and Venue. This Agreement is made, and shall be

construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings shall lie in State courts located in Hays County, Texas. Venue for any matters in federal court will be in the United States District Court for the Western District of Texas. The Parties are entering into this Agreement in reliance upon its enforceability.

Section 9.07. Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceable under the applicable present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Section 9.08. Third Parties. The County and H-E-B intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the County and H-E-B or permitted assignees of the County and H-E-B, except that the indemnification and hold harmless obligations by H-E-B provided for in this Agreement shall inure to the benefit of the indemnitees named therein.

Section 9.09. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

Section 9.10. Counterparts. This Agreement may be executed in multiple counterparts,

each of which shall be considered an original, but all of which constitute one instrument.

[Signature Page Follows]

THIS CHAPTER 381 AGREEMENT between Hays County and H-E-B, LP is HEREBY EXECUTED to be effective as of the last date executed below.

HAYS COUNTY, TEXAS

By: Judge Ruben Becerra — Date
Hays County Judge

Attest: _____
Elaine Cardenas, MBA, PhD
Hays County Clerk

H-E-B, LP

By: _____ — March , 2026
Name: Benjamin R. Scott — Date
Title: Group Vice President of Real Estate
and Shopping Center Development

EXHIBIT A
PROPERTY DEPICTION

[See Attached]

EXHIBIT B
ROADWAY IMPROVEMENTS

[See Attached]

Summary report: Litera Compare for Word 11.9.0.82 Document comparison done on 4/27/2026 9:52:48 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4929-6523-3707/12/Buda - 381 Agreement.docx	
Modified DMS: nd://4929-6523-3707/14/Buda - 381 Agreement.docx	
Changes:	
Add	2
~~Delete~~	1
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	3

AGENDA ITEM REQUEST FORM: G. 17.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Constable David Peterson

Sponsor: Commissioner Ingalsbe

Agenda Item

Approve and confirm the appointment of Leticia Solis and Martin A. Espinoza as regular full-time Deputies in the Hays County Constable's Precinct 1 Office, effective date May 12, 2026. **INGALSBE/PETERSON**

Summary

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

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

Deputy Constable Leticia Solis and Martin Espinoza will fill the budgetary approved positions in the Constable, Pct. 1 Office.

AGENDA ITEM REQUEST FORM: G. 18.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Mike Jones

Sponsor: Judge Becerra

Agenda Item:

Authorize the Office of Emergency Services to transfer funds in the amount of $6,124.00 to Law Enforcement Supplies
BECERRA/M.JONES

Summary:

The evidence locker that was budgeted for is no longer needed; the Fire Marshal Division would like to transfer $6,124 from Miscellaneous Equipment Capital Outlay to Law Enforcement Supplies to purchase firearm ammunition, evidence collection supply boxes, patrol rifles, camera macro lens, camera tripods, fingerprint collection kits, and an alternative light source kit.

Fiscal Impact:

Amount Requested: $6,124.00
Line Item Number: 001-656-00.5206

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments:
$6,124 - Increase Law Enforcement Supplies 001-656-00.5206
($6,124) - Decrease Misc Equipment Capital Outlay 001-656-00.5719_700

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: Supply purchases must follow the purchasing policy

Auditor's Office

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

AGENDA ITEM REQUEST FORM: G. 19.

Hays County Commissioners Court

Date: 05/12/2026

Requested By:

Sponsor: Judge Becerra

Agenda Item:

Authorize credit card payment for purchases made in support of a community request from the City of Dripping Springs for the Hays County Judge's Office / Hays County Emergency Management to participate in the City's Trail of Lights (Western Wonderland) event. **BECERRA**

Summary:

Request authorization to make credit card payment for purchases made in support of participation in the City's Trail of Lights (Western Wonderland) event.

Fiscal Impact:

Amount Requested: $624.11
Line Item Number: 001-600-00.5353

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: Funding is available within the County Judge's community program budget, expenditure requires the Commissioner's Court approval to declare the public purpose.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No
Comments: purchases not approved prior to puchase.

Auditor's Office

G/L Account Validated Y/N?: Yes, Community Program Expenses
New Revenue Y/N?: N/A
Comments:

Attachments

CC Purchase Support

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LOWE'S HOME CENTERS, LLC
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SAN MARCOS, TX 78666 (512) 393-3111

— SALE —

SALES#: S0159VD8 5346678 TRANS#: 12487044 11-25-25

23966 1/2-IN X 10-FT SCH40 PIPE		20.10
	6 @ 3.35	
315498 1/2-IN PVC SIDE OUTLET EL		20.64
	8 @ 2.58	
290987 UT 11-IN NAT CABLE TIE 20		9.96
	2 @ 4.98	
673731 STAGREEN 75-PACK PINS		15.98
70302 40-FT 16/3 GREEN OUTDOOR		14.98
242133 25-FT 14/3 3-OUTLET CORD		47.98
SUBTOTAL:		129.64
TOTAL TAX:		0.00
INVOICE 84609 TOTAL:		129.64
M/C:		129.64

MC: XXXXXXXXXXXX1271 AMOUNT: 129.64 AUTHCD: 025470
TAP REFID;0159156093670 11/25/25 15:47:52
CUSTOMER CODE: NA
TVR : 0000080001
AID : A0000000041010

STORE: 0159 TERMINAL: 15 11/25/25 15:48:12
OF ITEMS PURCHASED: 19
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS

Give us feedback @ survey.walmart.com
Thank you! ID #:7VRD6K4CQYW

Walmart

WM Supercenter
512-353-0617 Mgr: DARRICK
1015 HIGHWAY 80
SAN MARCOS TX 78666
ST# 00404 OP# 009031 TE# 31 TR# 03853

ITEMS SOLD 8
TC# 1343 1191 6333 5912 2025 5

6FT LAWNDALE	195546000860	74.96 X
SITE MERCH	804606236800	8.27 X
SITE MERCH	804606236790	8.27 X
SITE MERCH	804606236790	8.27 X
SITE MERCH	804606236800	8.27 X
5 CINDY LED	191245863790	32.97 X
5 MAX LED A	191245863770	32.97 X
5.5 GRINCH	191245863660	32.97 X
	SUBTOTAL	206.95
	TAX1 8.2500 %	17.07
	TOTAL	224.02
	MCARD TEND	224.02
	CHANGE DUE	0.00

MASTERCARD- 1271 I 1 APPR#02553C
224.02 TOTAL PURCHASE
REF # U738Jw757334
AID-A0000000041010
TERMINAL # 27096495
*No Signature Required
11/25/25 14:37:39

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11/25/25 14:37:46

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933 Highway 80 East

San Marcos, TX 78666
(512) 392-5525

S-130 R-2 T-5066 NATALIA D SALE

104000000 Christmas	8.97 N
Christmas 50% ($5.99 - $3.00)	
3 @ 2.99 each	
104000000 Christmas	6.72 N
Christmas 50% ($4.49 - $2.25)	
3 @ 2.24 each	
104000000 Christmas	9.98 N
Christmas 50% ($9.99 - $5.00)	
2 @ 4.99 each	
104000000 Christmas	7.96 N
Christmas 50% ($3.99 - $2.00)	
4 @ 1.99 each	
104000000 Christmas	7.47 N
Christmas 50% ($4.99 - $2.50)	
3 @ 2.49 each	
104000000 Christmas	2.99 N
Christmas 50% ($5.99 - $3.00)	
104000000 Christmas	11.94 N
Christmas 50% ($3.99 - $2.00)	
6 @ 1.99 each	
104000000 Christmas	25.98 N
Christmas 50% ($25.99 - $13.00)	
2 @ 12.99 each	
104000000 Christmas	15.49 N
Christmas 50% ($30.99 - $15.50)	
104000000 Christmas	23.98 N
Christmas 50% ($23.99 - $12.00)	
2 @ 11.99 each	
104000000 Christmas	20.99 N
Christmas 50% ($41.99 - $21.00)	
104000000 Christmas	4.99 N
Christmas 50% ($9.99 - $5.00)	

SUBTOTAL	147.46
TAX TOTAL	0.00
TOTAL	**147.46**
	147.46

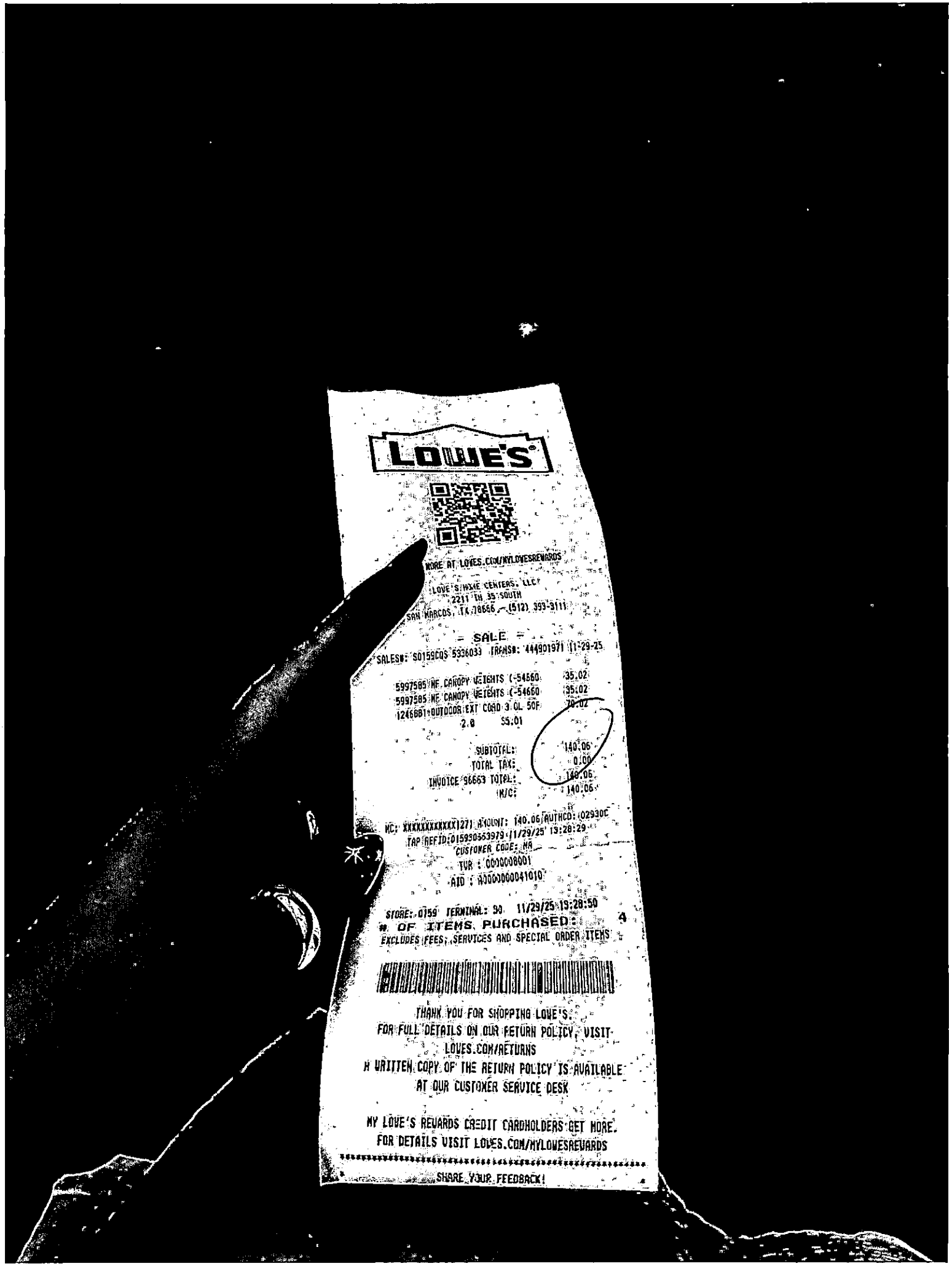
M/C
ACCOUNT #: **********1271
AUTH#: 02538C INSERTED
ACCT: MASTERCARD
Mastercard
CARD # **********1271 EXP **/**
REF # AUTH # RESP 00
151111251042 02538C ISO 00
AID: A0000000041010
TSI: E800 ARC: CUR:0840
TVR: 0000008000
APP: Mastercard
IAD: 0110A04003220000000000000000000

OOFF	0.00
CHANGE DUE	

TAX EXEMPT CUSTOMER

Number of Items Purchased: 29

Total Savings: 147.75



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LOWE'S HOME CENTERS, LLC
2211 IH 35 SOUTH
SAN MARCOS, TX 78666 (512) 393-3111

= SALE =

SALES#: S0159C0S 5336033 TRANS#: 4449019971 11-29-25

5997585 NF CANOPY WEIGHTS (-54660 35.02
5997585 NF CANOPY WEIGHTS (-54660 35.02
1246881 OUTDOOR EXT CORD 3 OL 50F 70.02
2.0 35.01

SUBTOTAL: 140.06
TOTAL TAX: 0.00
INVOICE 98663 TOTAL: 140.06
M/C: 140.06

MC: XXXXXXXXXXX1271 AMOUNT: 140.06 AUTHCD: 02930C
TAP REFID:015930563979 11/29/25 13:28:29
CUSTOMER CODE: NA
TVR : 0000008001
AID : A0000000041010

STORE: 0159 TERMINAL: 99 11/29/25 13:28:50
OF ITEMS PURCHASED: 4
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS

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AGENDA ITEM REQUEST FORM: G. 20.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: T. CRUMLEY

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize payment in the amount of $1,548.37 to Lonestar Battery LLC for batteries that were purchased, where no purchase order was obtained per the purchasing policy. **INGALSBE/CRUMLEY**

Summary:

Facilities and Resource Management purchased batteries for a few county building's fire panels and fire alarms from Lonestar Battery without obtaining a purchase order.

Fiscal Impact:

Amount Requested: $1,548.37
Line Item Number: 001-695-00.5201

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No
Comments: No purchase order obtained prior to purchase.

Auditor's Office

G/L Account Validated Y/N?: Yes, General Supplies Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Lonestar Invoices

MTC

Lonestar Battery LLC
2090 N Interstate 35 Suite 4118
New Braunfels, TX 78130 US
8305157524
sales@lonestarbattery.com

INVOICE

BILL TO
Stephanie Hunt
Hays County
712 S Stagecoach Trail
Suite 1012
San Marcos, Texas 78666

SHIP TO
Stephanie Hunt
Hays County
712 S Stagecoach Trail
Suite 1012
San Marcos, Texas 78666

INVOICE # 4026
DATE 04/21/2026
DUE DATE 05/21/2026
TERMS Net 30

PMT METHOD
Check

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	ML200-6	6V 200AH MM IM	1	274.72	274.72T

Ways to pay

View and pay

SUBTOTAL	274.72
TAX	0.00
TOTAL	274.72
BALANCE DUE	**$274.72**

RECEIVED
APR 2 1 2026
BY:

ENTERED
MAY 12 2026

MTC

Lonestar Battery LLC
2090 N Interstate 35 Suite 4118
New Braunfels, TX 78130 US
8305157524
sales@lonestarbattery.com

INVOICE

BILL TO
Stephanie Hunt
Hays County
712 S Stagecoach Trail
Suite 1012
San Marcos, Texas 78666

SHIP TO
Stephanie Hunt
Hays County
712 S Stagecoach Trail
Suite 1012
San Marcos, Texas 78666

INVOICE # 4027
DATE 04/21/2026
DUE DATE 05/21/2026
TERMS Net 30

PMT METHOD
Check

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	ML200-6	6V 200AH MM IM	1	274.72	274.72

Ways to pay

View and pay

SUBTOTAL	274.72
TAX	0.00
TOTAL	274.72
BALANCE DUE	**$274.72**

MTC

Lonestar Battery LLC
2090 N Interstate 35 Suite 4118
New Braunfels, TX 78130 US
8305157524
sales@lonestarbattery.com

INVOICE

BILL TO
Stephanie Hunt
Hays County
712 S Stagecoach Trail
Suite 1012
San Marcos, Texas 78666

SHIP TO
Stephanie Hunt
Hays County
712 S Stagecoach Trail
Suite 1012
San Marcos, Texas 78666

INVOICE # 4028
DATE 04/21/2026
DUE DATE 05/21/2026
TERMS Net 30

PMT METHOD
Check

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	12-190	Pro Series Deep Cycle 4D AGM BO	1	449.49	449.49T

Ways to pay

View and pay

SUBTOTAL	449.49
TAX	0.00
TOTAL	449.49
BALANCE DUE	**$449.49**

MTC

Lonestar Battery LLC
2090 N Interstate 35 Suite 4118
New Braunfels, TX 78130 US
8305157524
sales@lonestarbattery.com

INVOICE

BILL TO
Stephanie Hunt
Hays County
712 S Stagecoach Trail
Suite 1012
San Marcos, Texas 78666

SHIP TO
Stephanie Hunt
Hays County
712 S Stagecoach Trail
Suite 1012
San Marcos, Texas 78666

INVOICE # 4030
DATE 04/22/2026
DUE DATE 05/22/2026
TERMS Net 30

PMT METHOD
Check

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	ML200-6	6V 200AH MM IM	1	274.72	274.72T

Ways to pay

View and pay

SUBTOTAL	274.72
TAX	0.00
TOTAL	274.72
BALANCE DUE	**$274.72**

RECEIVED
APR 22 2026
BY: MD

ENTERED
MAY 12 2026

MC

Lonestar Battery LLC
2090 N Interstate 35 Suite 4118
New Braunfels, TX 78130 US
8305157524
sales@lonestarbattery.com

INVOICE

BILL TO
Stephanie Hunt
Hays County
712 S Stagecoach Trail
Suite 1012
San Marcos, Texas 78666

SHIP TO
Stephanie Hunt
Hays County
712 S Stagecoach Trail
Suite 1012
San Marcos, Texas 78666

INVOICE # 4036
DATE 04/23/2026
DUE DATE 05/23/2026
TERMS Net 30

PMT METHOD
Check

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	ML200-6	6V 200AH MM IM	1	274.72	274.72T

Ways to pay

View and pay

SUBTOTAL	274.72
TAX	0.00
TOTAL	274.72
BALANCE DUE	**$274.72**

RECEIVED
APR 23 2026
BY: AJD

ENTERED
MAY 12 2026

AGENDA ITEM REQUEST FORM: G. 21.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: T. CRUMLEY

Sponsor: Commissioner Hammer

Agenda Item:

Authorize Facilities and Resource Management to purchase a new refrigerator for the Hays County Administrative Office break room located at 1901 Dutton Dr., Suite E in San Marcos in the amount of $969.00 and amend the budget accordingly. **HAMMER/CRUMLEY**

Summary:

Facilities and Resource Management is requesting approval to purchase a new refrigerator for the breakroom in the Dutton Building, which staff will be relocating into soon. This is a newly leased facility, and a refrigerator has not previously been installed. Providing one is necessary to ensure employees have appropriate breakroom amenities. The cost of the proposed unit is $969.00, and funding has been identified in the Facilities and Resource Management FY26 operating budget.

Fiscal Impact:

Amount Requested: $969.00
Line Item Number: 001-695-00.5719_400

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments:
($969) - Decrease Trash Hauling 001-695-00.5452
$969 - Increase Misc. Equipment Operating Expense 001-695-00.5719_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Omnia Contract 16154

Auditor's Office

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

Attachments

Refrigerator Quote

YouTube | Login | PBS of Texas - Login | osTicket :: Agent L... | Google | Amazon.com: Ama... | Hays County | The... | Timesheets | Choice Partners Na... | Home Depot | Best Plumbing Spe...

Seasons ENERGY STAR 18.7 Cu. Ft. 30 In. Bottom-Freezer Refrigerator With Ice Maker, Stainless Steel Look, ADA

Availability may fluctuate.

PART 347791
MFG PART MSBF18SSIM
BRAND Seasons
CATALOG Page 1115

$969.00

Sign in for Availability

QUANTITY − 1 +

ADD TO CART

ADD TO LIST | ADD TO QUOTE

FREE shipping
In lower 48 states

Non-returnable
Cannot be returned or exchanged

Usually ships next day

AGENDA ITEM REQUEST FORM: G. 22.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: T. CRUMLEY

Sponsor: Commissioner Hammer

Agenda Item:

Authorize Facilities and Resource Management to have Security One Inc. install a security system at the Hays County Administrative Office located at 1901 Dutton Dr., Suite E in San Marcos, and authorize the execution of the monitoring agreement in the amount of $997.95 and amend the budget accordingly. **HAMMER/CRUMLEY**

Summary:

Facilities and Resource Management is requesting approval to have Security One install a new security alarm system at the Hays County Administrative Offices. Installation and equipment costs are $946.00. The monthly monitoring cost will be $51.95 per month. Facilities and Resource Management secured this quote from Security One under BuyBoard Contract # 751.24. Funding has been identified in the Facilities and Resource Management FY26 operating budget.

Fiscal Impact:

Amount Requested: $946 (installation/equipment)
$51.95 per month (monitoring services)
Line Item Number: 001-695-00.5451
001-695-00.5480_330

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments:
$260 - Increase Utilities Dutton 001-695-00.5480_330
($260) - Decrease Utilities Transfer Station 001-695-00.5480_180

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Buyboard 715-24

Auditor's Office:

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

Attachments

Security One Agreement - Dutton

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

DATE: April 29, 2026

PROPOSAL

BUSINESS NAME Hays County Administrative Office **BUS.PHONE**

NAME Chris Deichmann **Circle: Manager / Owner / Renter** **PHONE** 512-554-9261

ADDRESS 1901 Dutton Drive Ste E

CITY San Marcos **TEXAS** 78666

☐ JOB TYPE	☑ NEW INSTALL	☐ TAKE OVER	☐ CHANGE OUT	☐ LITO	☐ ADDS ONLY
☑ COMMERCIAL	☐	☑ ATTIC ACCESS	☑ DROP CEILING	☑ 1 STORY	☑ SITE SURVEY
☐ RESIDENTIAL	☐ TRIM OUT	☐ NO ATTIC	☐ SHEET ROCK	☐ 2 STORY	☐ PHONE SURVEY
☑ INTERACTIVITY	☐ PRE-WIRED	☐ LIFT REQ?	CEILING HEIGHT 10 '	☐ PETS	☐ FLOOR PLANS AVAIL

BASIC SECURITY SYSTEM $395

Control Panel, 1 Keypad, 3 Contacts, 1 Motion Detector, 1 Interior Siren, Transformer, Back up Battery, Yard Sign(s), Window Decals, ☑Wireless Communicator, ☐Automation, ☑Smash & Crash Protection

TAKE OVER PANEL TYPE: _____ SYSTEM IS WORKING PROPERLY? ☐ YES ☐ NO

If No Explain: Installation of a DSC NEO

PKG	ADD	EX.	TOTAL	WLS	EQUIPMENT	UNIT	LOCATION(S)		TOTAL
1			1		Panel DSC NEO	595	Janitors Closet	.0	595
1			1		Keypad(s) (With Panic)		Employee Entrance		
			0		RF Keypad(s) (With Panic)				
			0		Key Fob(s)				
1			1		Siren(s)		Centrally Located		
3			3		Exterior Door Contact(s)		Front Door Front Interior Door Rear Interior Door		
			0		Window Contact(s)				
1	2		3		Motion Detector(s)	195	Employee Entry Hall, Front Entry Hall Rear Hall Door	19.5	351
			0		Glass Break Detector(s)				
			0		Take-over Module/Translator				
	1		1		Wireless Communicator	350	TL-880	350	0
			0		Z-Wave Device(s)				
			0		Streaming Camera(s)				
			0		Other:				
			0		Other:				
			0		Other:				

NOTES: Installation of a Burglary system with above listed equipment and we will add a GSM Communicator to set up with the Alarm.com Phone App. and we will demo and test system.

Devices located in Suite E are connected to an NX8 located in the next Suite but they say they do not use the Alarm as they are open 24 Hours a day.

BuyBoard #751-24

Estimated Time for Completion of Job (Man Hours/Techs)
16 / 2

Term of Agreements 36

Quote Valid for 30 Days

Installation Price	$	1335.00
Customer Discount		389.00
Tax	$	0
Sub Total	$	946

☑ Tax Exempt

Monthly Fee	$	51.95
Tax	$	0
Sub Total	$	51.95

Grand Total	$	997.95

Customer Acceptance **Security One, Proposal**

NOTE: This is not a formal contract. A company representative will contact you in regards to install times/dates pending signed monitoring agreements.

The Company Operating License. The Company operates under the two following registration numbers:
(A) Security License No B03192 issued by the Texas Department of Public Safety Private Security Bureau. 5806 Guadalupe St., Austin, TX. 78752. Phone (512) 424-7710
(B) Fire Alarm License No. ACR1165 issued by the State Fire Marshall's Office, Mail Code 110-1C, P.O. Box 149104, Austin, TX, 78714-9221. Phone (512) 676-6800.
This company is licensed and regulated by The Private Security Bureau. Any complaints may be addressed to that agency at P.O. Box 4087 Austin, Texas 78773.

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

ALARM SYSTEM MONITORING AGREEMENT

This agreement is made between, Hays County Administrative Office 1901 Dutton Drive Ste E hereafter called The Customer, and ***SECURITY ONE, INC.,*** hereafter called The Company, on April 29, 2026

1. SERVICES PROVIDED

MONITORING SERVICE With:

- [✓] With Extended Warranty Plan (Refer to Section 5 for terms and limitations)
- [ ] With Comprehensive Extended Warranty Plan (Refer to Section 6 for terms and limitations)
- [ ] Other_____

SEE SECTIONS 4, 5 AND 6 FOR DEFINITION AND LIMITATIONS OF WARRANTY PLANS.

2. MONTHLY FEE, GOVERNMENT ASSESSMENTS

(A) The Customer agrees to pay a monthly fee of $ 51.95, _____ (Customer Initials) which shall begin on the day that The System is activated. All subsequent monthly fees shall be payable on the first day of the month. Payment received after the 15th day of the month shall be assessed as a late fee of $2.00 a month. The monthly fee is for the services provided only.

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

3. TERM OF AGREEMENT, RIGHT TO CALL ALL FEES DUE

(A) This agreement shall remain in full force and effect for a term of 36 months _____ (Customer Initials) from the date of this agreement. Either party may terminate the agreement at any time with a 30-day written notice to the other party.

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

4. LIMITED WARRANTY ON SYSTEM

In the event that any part of the system becomes defective Company agrees to make any necessary repairs without cost to Customer for a period of one year from date of system activation. The Company will repair or replace any defective part of The System during normal working hours. Service calls at times other than normal business hours will be charged the company's normal service call fee. This warranty does not include Acts of Nature, alterations to the protected premises, misuse or abuse of the system, theft, electrical surge, damage to the System by animals or battery replacement after one year or any devices that are exposed to the elements. A nominal Trip Charge will be assessed on all site visits after the system has been installed for one year. A Travel Surcharge shall apply from date of System installation to all site visits outside of the Normal Service Area (defined as more to 50 miles from the Alamo according to Google Maps).

5. EXTENDED LIMITED WARRANTY

If the customer has selected the Extended Limited Warranty protection plan and in the event that any part of the system becomes defective Company agrees to make any necessary repairs without cost to Customer for as long as the system is being monitored by the Company and the customer's account is in good standing. The Company will repair or replace any defective part of The System during normal working hours. Service calls at times other than normal business hours will be charged the company's normal service call fee. This warranty does not include Acts of Nature, alterations to the protected premises, misuse or abuse of the system, theft, electrical surge, damage to the system by animals, battery replacement after one year, devices which are beyond End of Life as specified by the manufacturer and all devices that are exposed to the elements. A nominal Trip Charge will be assessed on all site visits after the system has been installed for one year. A Travel Surcharge shall apply from date of System installation to all site visits outside of the Normal Service Area (defined as more than 50 miles from the Alamo according to Google Maps).

6. COMPREHENSIVE EXTENDED LIMITED WARRANTY

If the customer has selected the Comprehensive Extended Limited Warranty protection plan and in the event that any part of the system becomes defective Company agrees to make any necessary repairs without cost to Customer for as long as the system is being monitored by the Company and the customer's account is in good standing. The Company will repair or replace any defective part of The System during normal working hours. Service calls at times other than normal business hours will be charged the company's normal service call fee. This warranty does not include alterations to the protected premises, misuse or abuse of the System, theft or any devices that are exposed to the elements. Under the Comprehensive Extended Warranty, Acts of Nature, battery replacement and damage to the system by animals, devices which are beyond End of Life as specified by the manufacturer ARE COVERED and no Trip Charge will be assessed on any site visit. A Travel Surcharge shall apply from date of System installation to all site visits outside of the Normal Service Area (defined as more than 50 miles from the Alamo according to Google Maps).

7. COMPANY'S RIGHT TO DEPROGRAM THE SYSTEM

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

8. OWNERSHIP OF THE SYSTEM

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

9. MECHANIC'S LIEN

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

10. NOTICE TO CUSTOMERS

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

Customer Signature/SSN

Security One, Inc.

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11. TESTING OF SYSTEM

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

12. INTERRUPTION OF SERVICE

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

13. SIGNAL TRANSMISSION

DIGITAL COMMUNICATOR – The Customer understands that a digital communicator is used as the method of transmission of an alarm signal to The Company's central station on The Customer's regular telephone line. Therefore, if the telephone line or cable is cut, damaged, or disconnected, out of order, placed on vacation, or otherwise interrupted, signals from The Customer's alarm system will not be received in The Company's central station and the interruption of service will not be known by The Company. The Customer has been specifically informed of this inherent limitation in a system using such devices, and further acknowledges that the signals transmitted over telephone lines in this manner are beyond the control of The Company with such line being maintained in service by the applicable telephone company or utility. _____ (Customer Initials)

14. SUBROGATION

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

15. INDEMNIFICATION

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

16. COMPANY IS NOT AN INSURER; DISCLAIMER OF WARRANTIES; LIQUIDATION DAMAGES

(A) It is understood and agreed: that Company is not an insurer; The Company provides no insurance; insurance, if any, shall be obtained by Customer; that payments provided herein are based solely upon the value of The System and are unrelated to the value of Customer's property or the property of others located in Customer's premises: that Company makes no guarantee or warranty, including any implied warranty of merchantability or fitness that The System supplied will avert or prevent occurrences or the consequences there from which The System is designed to detect or avert. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of The System to properly, operate with resulting loss to Customer because of, among other things:

1) The uncertain amount of value of Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which The System is designed to detect or avert.

2) The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;

3) The inability to ascertain what portion, if any, or any loss would be proximately caused by Company's failure to perform or its equipment to operate.

(B) Customer understands and agrees that if Company should be found liable for loss or damages due to the failure of The System in any respect whatsoever, Company's liability shall be limited to the sum of $250.00 as liquidated damages and not as a penalty and this liability shall be exclusive, and that provisions of this section shall apply if loss and damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise, of Company, its agents, assigns, or employees.

17. LIABILITY OF THE COMPANY

Company **does not** represent **or** warrant that the alarm system may not be compromised or circumvented; or that The System will prevent any loss or burglary, hold-up, fire, or otherwise; or that The System will in all cases provide the protection for which it is installed or intended. **Customer acknowledges and agrees: that Customer assumes all risk or loss or damage to Customer's premises or to the contents thereof, and that Customer has read and understands all of this agreement, particularly paragraph 16 which sets forth Company's maximum liability in the event of any loss or damage to buyer or anyone else.**

18. INVALID PROVISIONS

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

19. ASSIGNMENT OF RIGHTS

(A) Customer acknowledges that the sale or transfer of Customer's premises shall not relieve Customer of the duties and obligations under this Agreement. Customer may not assign this agreement without the written consent of The Company.

(B) The Company shall have the right to assign this agreement to any other person, firm or corporation without notice to Customer and shall have the further right to subcontract any installation and/or service including monitoring and patrol response which it may perform. Customer acknowledges that this agreement, and particularly those paragraphs relating to The Company maximum liability, limited liability and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of The Company, and that they bind Customer with respect to the assignees and/or subcontracts with the same force and effect as they bind Customer to The Company.

20. GENERAL PROVISIONS:

Attorney's Fees: Limitation of Actions. Both parties agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence, or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore.

Invalid Provisions. In the event any of the terms or provisions of this agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

Customer's Purchase Order. Customer acknowledges that if there is any conflict between this agreement and Customer's purchase order or any other document, whether prior or subsequent to this agreement, this agreement will govern unless approved in writing by an authorized officer of The Company.

Agreement Suspended on Catastrophe. This agreement may be suspended or canceled, without the notice at the option of The Company, if The Company's or Customer's premises or The System are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event The Company is unable to render service as a result of any governmental authority.

Entire Agreement; Modification. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understanding or agreements of the parties and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified by a written agreement signed by the parties or their duly authorized agents. No waiver or a breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach.

Notice. All notices to be given hereunder shall be in writing and may be served, either personally or by certified mail, return receipt requested, to the address contained herein.

Credit Inquiry. Customer, by signing this agreement, hereby authorizes company to perform a credit investigation, including inquiry into The Customer's consumer credit files with various credit reporting agencies.

Gender, Number. Whenever the context requires in this agreement, the masculine, feminine, or neutral gender, and the singular or plural number, shall be deemed to include the others.

Conditions and Covenants. Each and all of the provisions of this agreement are conditions to be faithfully and fully performed.

Section Headlines. The section titles used herein are for the convenience of the parties only and shall not be considered in constructing the provisions of this Agreement.

Jurisdiction and Venue. This agreement shall be constructed in accordance with the laws of the State of Texas. Venue for any action brought to enforce any provision of this agreement may only be had in Hays County, Texas.

The Company Operating License. The Company operates under the two following registration numbers:

(A) Security License No B03192 issued by the Texas Department of Public Safety Private Security Bureau. P.O. Box 15999, Austin, TX. 78761. Phone (512) 424-7710, and

(B) Fire Alarm License No. ARC1165 issued by the State Fire Marshall's Office, Mail Code 112-FM, P.O. Box 149221, Austin, TX 78714-9221. Phone (512) 305-7900.

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

CUSTOMER OVERVIEW

I, Hays County Administrative Office **On** April 29, 2026 **UNDERSTAND THAT:**

_____ It is understood that the ownership of The System remains with The Customer.

_____ **I AM REQUIRED TO PAY THE MONTHLY FEE FOR THE DURATION OF THE AGREEMENT BETWEEN SECURITY ONE, INC. AND MYSELF.**

_____ Security One, Inc. is not insuring my property or the property of any other person.

_____ The system does not guarantee prevention of property loss or injury to anyone.

_____ The system that I have chosen may not have detection devices at all possible points of entry. This is the amount of detection that I have chosen.

_____ The system will not report to the monitoring station if the phone service is interrupted in any way.

_____ Security One recommends the use of wireless communicators to transmit alarm signals. However, if you select land line monitoring Security One recommends traditional POTS phone lines. Due to reliability Security One does not recommend the use of digital phone lines to transmit alarm signals. **I understand that if I change my phone service, I need to notify Security One, Inc.**

_____ It is my responsibility to obtain an alarm permit if one is required.

_____ I have the right to cancel the agreement with Security One, Inc., in accordance with the below notice of cancellation.

_____ I HAVE RECEIVED A COPY OF THIS OVERVIEW AND THE NOTICE OF CANCELLATION.

Customer Signature/SSN

Security One, Inc.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS FROM THIS DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY SECURITY ONE, INC OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO SECURITY ONE, INC. AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THE CONTRACT OR SALE, OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF SECURITY ONE, INC. REGARDING THE RETURN SHIPMENT OF THE GOODS AT SECURITY ONE, INC. EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO SECURITY ONE OR IF SECURITY ONE DOES NOT PICK THEM UP WITHIN TWENTY (20) DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THE CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO SECURITY ONE, INC AT 716 W. BYRD BLVD., UNIVERSAL CITY, TX 78148, NOT LATER THAN MIDNIGHT OF _____.

I HEREBY CANCEL THIS TRANSACTION.

Signed

April 29, 2026
Date

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

INFORMATION SHEET

SITE INFORMATION

Name: Hays County Administrative Office
Address: 1901 Dutton Drive Ste E
City: San Marcos
State: Texas Zip code: 78666
Phone:

BILLING/MAILING INFO (if different from site)

Name:
Address:
City:
State: Zip code:
Phone:

Cross Street:
Email address: chris.deichmann@co.hays.tx.us
Police:

Password:
Email billing? Yes No
Fire:

CONTACT PARTIES

NAME	PHONE	TYPE (H/W/C)

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

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

FOR ADDITIONAL ACCOUNT INFO **Installation Only**

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

How did you hear about us?

Yellow Pages Current Customer Police Officer Our Website Other

Referred by: Credit

Rev. 12/18/2017

AGENDA ITEM REQUEST FORM: G. 23.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: T. CRUMLEY

Sponsor: Commissioner Hammer

Agenda Item:

Authorize Facilities and Resource Management to have Security One, Inc. install security cameras in the Hays County Administrative Office located at 1901 Dutton Dr., Suite E in San Marcos, in the amount of $3,221.10 and amend the budget accordingly. **HAMMER/CRUMLEY**

Summary:

Facilities and Resource Management is requesting approval to install security camera in the Hays County Administrative Office located on Dutton Drive. Facilities and Resource Management has secured a quote through Security One, Inc. under BuyBoard Contract 751.24. Funding for this project has been identified in the Facilities and Resource Management FY26 general operating budget.

Fiscal Impact:

Amount Requested: $3,221.10
Line Item Number: 001-695-00.5719_400

Budget Office:

Source of Funds: General Funds
Budget Amendment Required Y/N?: Yes
Comments:
($3,222) - Decrease Contract Services 001-695-00.5448
$3,222 - Increase Misc. Equipment Operating Expense 001-695-00.5719_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Buyboard Contract 751-24

Auditor's Office

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

Attachments

Security One Quote - Cameras

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

April 29, 2026 BUYBOARD #751-24

Hays County Administrative Office
1901 Dutton Drive Ste. E
San Marcos TX 78666

4 Channel NVR Camera System

Installation of a 4-Channel NVR to be installed in Janitors Closet (Customer will provide shelves for Recorder and Monitor). Installation of 3 Interior Camera as follows: (1) located in front entry to view people entering and walk-up window, (1) at side hall to view employee entry and (1) back hall facing back entry door. Tech will program system to customers Internet for viewing on any mobile devices/computers. Tech will provide any training required for proper use of the system.

Manufacture	Part Number	Description	MSRP PRICE	10% DISCOUNT	SALE PRICE
ToughDog	TDNVR4P4K-8T	NVR	$1,480.00	$148.00	$1,332.00
ToughDog	TD21MOUCM	MONITOR	$222.00	$22.20	$199.80
ToughDog	TDOEIM430LIR2-A	CAMERAS	$273.00	$27.30	$245.70
ToughDog	TR-JBO3I-IN	CAMERA BACK BOX	$54.00	$5.40	$48.60
ToughDog	CAT6100CBL	WIRE	$150.00	$15.00	$135.00
	Misc. Hardware	Screw, bolts, back boxes, etc.	$0.00	$0.00	$135.00
	LABOR	9 HOURS @ 125.00	$1,125.00	$0.00	$1,125.00
		Total	**$3,304.00**	**$217.90**	**$3,221.10**

Monthly Monitoring rate $0.00

Customer Signature **Security One, Inc.**

AGENDA ITEM REQUEST FORM: G. 24.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Lisa Day, Stephanie Hunt

Sponsor: Judge Becerra

Agenda Item:

Authorize the Juvenile Probation Office to purchase six folding conference tables from Amazon, in the amount of $1,908.95 and amend the budget accordingly. **BECERRA/DAY/HUNT**

Summary:

The Juvenile Probation Office is requesting to purchase six folding modular conference room tables.

Fiscal Impact:

Amount Requested: $1,908.95
Line Item Number: 001-686-99-100.5711_400

Budget Office:

Source of Funds: TJJD Grant Funds
Budget Amendment Required Y/N?: Yes
Comments:
$1,909 - Increase Office Equipment Operating 001-686-99-100.5711_400
($1,909) - Decrease General Supplies 001-686-99-100.5201

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Choice Partners 22-045KN

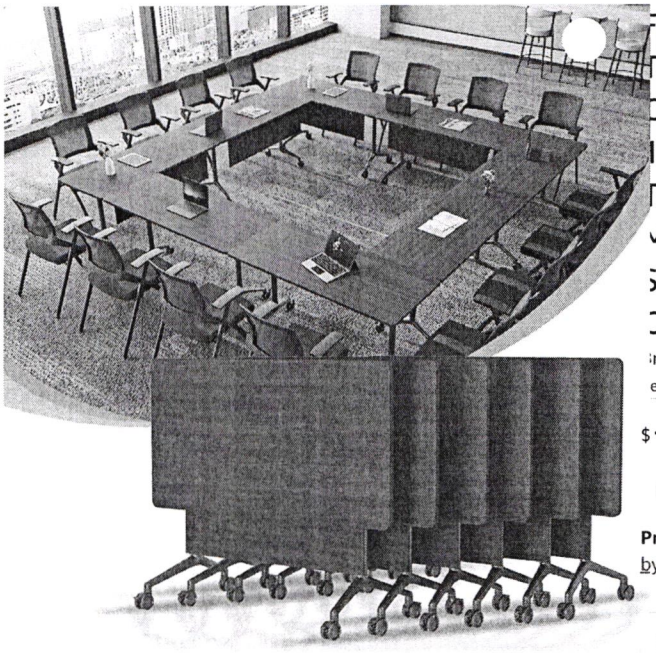
Auditor's Office

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

Attachments

Amazon Quote

amazon business Brands you trust for school needs ▸



Click to see full view

4+ VIDEO

olding Conference ables,Modern Mobile onference Room Tables 8-10 People,Flip Top Mobile raining Tables Rolling eeting Table with Wheels eminar Table for Office lassr(6 Ebony 62.9")

rand: OYRWSF
earch this page

$1,908.95

Pay in 30 days or more Select from 1 plan

Prefer to be invoiced for your order? Choose Pay by Invoice as your payment method at checkout.

Buying multiple items? Go to multi-select

Size: **62.9"**

47.2" | 55.1" | 62.9" | 70.8"

Color: **Ebony**

Number of Items: **6**

4 | 6 | 8 | 10

Brand	OYRWSF
Product Dimensions	29.5"D x 62.9"W x 21.6"H
Item Weight	50 Pounds
Maximum Weight Recommendation	550 Pounds
Frame Material	Metal

About this item

- Smart Space: This folding conference table features a one-touch opening and closing design, easily switching between office and meeting modes. It saves space while maintaining sturdiness and load-bearing capacity, allowing even small spaces to support big ideas.
- The Folding Seminar Table:is upgraded to 4 sizes according to different needs. The height remains unchanged at 29.5", and the desktop sizes are 47.2"L * 23.6" W / 55"L * 23.6" W /

$1,908.95

FREE delivery **April 24 - 28**. Order within 8 hrs 14 mins. Details

Deliver to Juvenile - San Marcos 78666

In Stock

Qty: 1

Buying in bulk?

Add to cart

Buy Now

Secure transaction

Ships from and sold by JINGJING2025.

Return policy:
30-day refund/replacement

Add to Auto Buy

Add to List

Amazon
~~$~~1,908 95

63"L*19.7 W/ 70.8"L*23.6"L, respectively. Please choose according to your needs. The desktop provides ample storage space for your books, laptops, mugs, potted plants, etc.

- 360° Silent Casters :Hold meetings at any time! The training table is equipped with 4 silent swivel wheels, and the casters can quickly move 360° to any corner, so that meetings of different groups can be held with ease and worry-free; The legs of the office conference table are triangular in structure, and the conference room table is stable and does not shake, making your meetings more secure.
- Super Durable: Constructed with thick 25mm E1 grade environmentally friendly board and Industrial grade aluminum alloy metal frame, this conference room table is super sturdy, strong, and has large weight capacity. The table top is waterproof, scratch resistant, easy to clean.The smooth surface allows you to wipe off stains and dust with a damp cloth. No problem for long time use.
- Versatile Use:You can use our rolling training table in many occasions. Single-person boardroom tables can be used by staff to handle office affairs. Double conference tables combinations can be used for group discussions. Multi-person folding conference table combinations can be used for large meetings. In addition, you can also use our training tables for training, receptions, lunches etc.

› See more product details

Report an issue with this product or seller

Customers also viewed these products

Tribesigns 8FT Conference Table, 94.49 L x 47.24 W x 29.53 H Inches Large Meeting Podcast Table for 10...

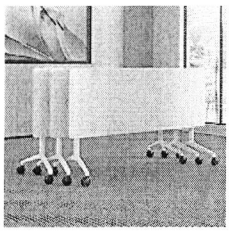
75

-5% $361.24

List: $379.99

FREE Delivery

Tuesday, Apr 28



Okeysen Conference Room Table 4 Pack, Modern Folding Training Tables with Flip Top, Mobile Table with Four...

5

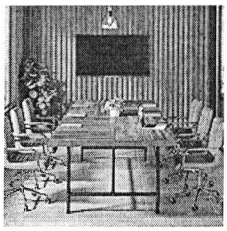
-5% $1,158.88

List: $1,219.88

Get it **Apr 27 - 29**

FREE Shipping

Only 12 left in stock - order...



Tribesigns 6FT Conference Table, Rustic Rectangle 70.8" W x 35.4" D Meeting Table, Mode...

261

-15% $161.49

Limited time deal

Typical: $189.99

FREE Delivery **Friday, Apr 24**

21% Claimed

Iceberg OfficeWorks Mobile Training Table with Wheels, Gray and Charcoal, with Two Locking Wheels, 18" D ...

57

$310.58

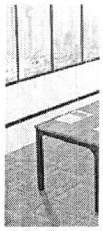
FREE One-Day Get it **Tomorrow, Apr 23**

ECACAD 7FT Conference Table for 6-8 People, Large Rectangular Meeting Table, Modern Seminar Table for Office Meeting Conference...

59

$249.99

FREE Shipping



Tribesigns (Conference Inch Rectar Seminar Ta Business Ta

$178.62

FREE

Apr 24

Product description

Looking for specific info?

IRISH SPRING **5 benefits. 1 bottle.** Enjoy a whole body clean.

Sponsored

Walmart
$2,158.31

VORDERRY

Folding Conference Table with Wheels 6 Pack 63 Inch Flip Top Mobile Training Tables Heavy Duty Spliceable Modular Meeting Room Desk for Office

(No ratings yet)

Actual Color: Black3 63inch

$2,158.31

Price when purchased online

As low as **$134/mo** with OnePay Learn more

Free shipping Free 30-day returns

Add to cart

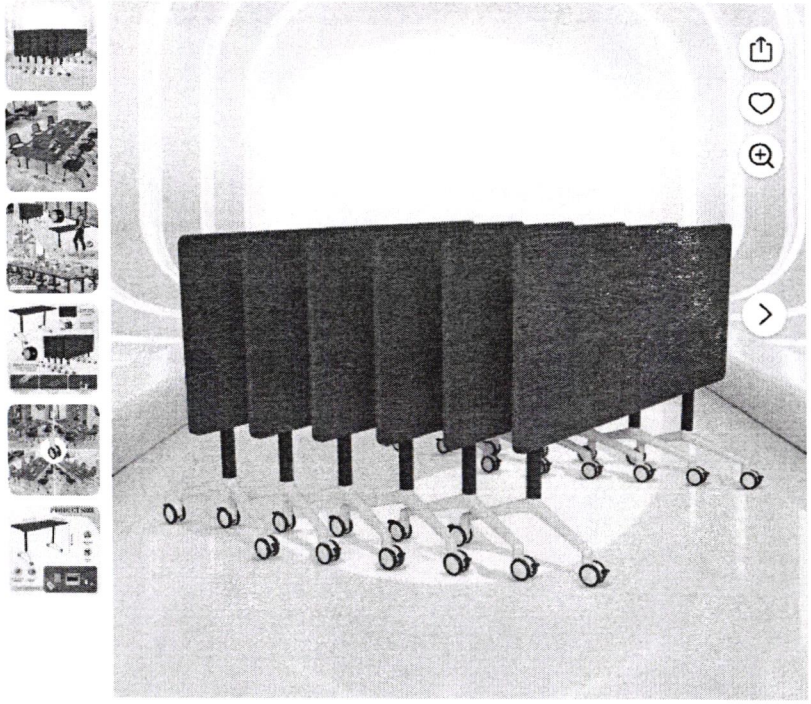
Walmart Protection Plan by Allstate

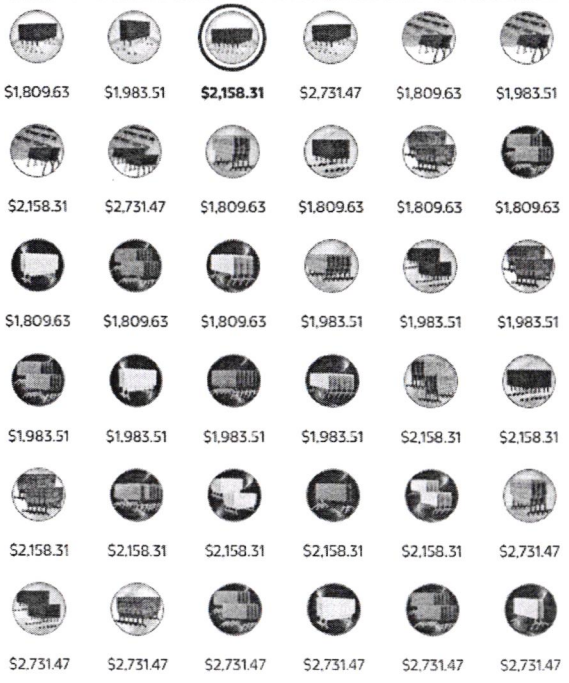
Pickup or delivery?
San Marcos, 78666 • San Marcos Super...

Search everything at Walmart online and in store

Reorder My Items Sign in Account

s Services Rollbacks & More Mother's Day Get it Fast Pharmacy New Arrivals Spring Home Patio & Garden Meals Made Easy My Items Only at Walmart Credit Card Walmart+





$1,809.63	$1,983.51	**$2,158.31**	$2,731.47	$1,809.63	$1,983.51
$2,158.31	$2,731.47	$1,809.63	$1,809.63	$1,809.63	$1,809.63
$1,809.63	$1,809.63	$1,809.63	$1,983.51	$1,983.51	$1,983.51
$1,983.51	$1,983.51	$1,983.51	$1,983.51	$2,158.31	$2,158.31
$2,158.31	$2,158.31	$2,158.31	$2,158.31	$2,158.31	$2,731.47
$2,731.47	$2,731.47	$2,731.47	$2,731.47	$2,731.47	$2,731.47

View less

Pack Size: 6 Pack

2 Pack | 4 Pack | **6 Pack** | 8 Pack | 10 Pack

In-Home Office Furniture Assembly - $96.00

How you'll get this item:

Shipping	Pickup	Delivery
Arrives Apr 24 Free	Not available	Not available

San Marcos, 78666 Change

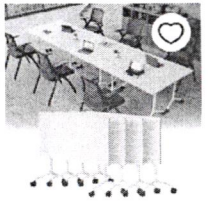
Arrives by **Fri, Apr 24** | More options

Sold and shipped by WuXiaoYu

Report an issue with this seller

Free 30-day returns Details

Add to list Add to registry



$1,308.00

Folding Conference Table with Wheels, Heavy Duty Mobile Training Table,...

Shipping, arrives **in 3+ days**

Add to cart

Cart Print Summary

Print Date: April 22, 2026

Shopping Cart

Delivery based on **78666**

WorkPro® AnyPlace Flip-Top Nesting Training Table, 29-1/2"H x 60"W x 24"D, Light Gray/Silver

Item # 9717482

Delivery
In stock and ready to ship

6

$2,159.94
$359.99 box

Allstate PROTECTION PLANS

Add a Protection Plan

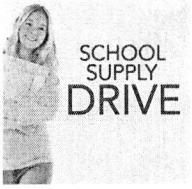
Details

- ☐ 3-Year Accidental Damage Protection Plan | $109.99
- ☐ 2-Year Accidental Damage Protection Plan | $84.99

Xerox® Vitality™ Standard Multi-Use Printer & Copy Paper, 1 Ream, White, Letter (8.5"x11"), 500 Sheets Per Ream, 20 Lb, 92 Brightness, FSC® Certified

$6.99 / ream

Add to Cart



Help us raise $7 million for teachers and students in local public schools to get the classroom supplies they need. Online donations are powered by Round It Up America®.

Learn more

$1		
$5	$10	$20

Order Summary

Subtotal (6 Items):	$2,159.94
Delivery:	**FREE**
Estimated Tax:	$178.20
Estimated Total	**$2,338.14**

Available Rewards can be applied by logging in at checkout. See More.

You qualify for FREE Delivery

Office Depot
$2,159.94

AGENDA ITEM REQUEST FORM: G. 25.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: John Burns

Sponsor: Commissioner Smith

Agenda Item:

Authorize Justice of the Peace Pct. 4 Office to purchase one new Dell Pro Micro Plus Desktop in the amount of $1,290.56 utilizing the Justice Court Technology Fund and amend the budget accordingly. **SMITH**

Summary:

The Justice of the Peace Pct. 4 Office would like to purchase one new Dell Desktop Computer priced at $1,290.56, to be used in the Judge's chambers. The Judge is currently docking their surface pro and would prefer a stationary device for their office. Funding is available within the JP Court Technology special revenue fund.

Fiscal Impact:

Amount Requested: $1,290.56
Line Item Number: 112-629-00.5712_400

Budget Office:

Source of Funds: Justice Court Technology Fund
Budget Amendment Required Y/N?: Yes
Comments:
($1,291) - Decrease Data Processing Supplies 112-629-00.5202
$1,291 - Increase Computer Equipment Operating 112-629-00.5712_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: DIR-CPO-5792, Purchasing will need to re-review the pricing once approved, and a purchase order is entered. Pricing with Dell changes daily.

Auditor's Office

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

Attachments

Dell Quote

A quote for your consideration.

To retrieve this eQuote online, log in to your **Dell Premier Page** and search for your eQuote number under “Quotes” in the top menu bar.

Quote No.:	**3000201975164.1**
Total (USD):	**$1,290.56**
eQuote Name:	CCA JP4 Judge Desktop
eQuote Creator:	karen.tinajero@co.hays.tx.us
Quoted On:	Apr. 29, 2026
Expires By:	May. 13, 2026

Company Name:	HAYS COUNTY - AUDITORS
Customer Number:	9657350
Phone:	5123932844
Premier Page Name:	Hays County, TX
Authorized Buyer:	karen.tinajero@co.hays.tx.us

Contract Name:	STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES
Contract Code:	C000001269299
Customer Agreement Number:	DIR-CPO-5792

Billing Address:
HAYS COUNTY - AUDITORS
PAYABLE ACCOUNTS
712 S STAGECOACH TRL STE 1071
SAN MARCOS , TX 78666-6247

Pricing Summary

	Qty	Unit Price	Discounted Unit Price	Subtotal
Dell Pro Micro Plus QBM1250	1	$1,290.56	$1,290.56	$1,290.56

Subtotal:	**$1,290.56**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total (USD):	**$1,290.56**

Shipping Address:
HAYS COUNTY
LEE ERICA
120 STAGECOACH TRL
SAN MARCOS , TX 78666-5268

Shipping Method:
FREE Standard Delivery

Product Details

		Qty	Unit Price	Subtotal
	Dell Pro Micro Plus QBM1250 (210-BPQG) Order Code: rcrc1402128-9029594	**1**	**$1,290.56**	**$1,290.56**

Module	Description	Product Code	SKU	Qty
Processor	Intel® Core™ Ultra 7 265 (13 TOPS NPU, 20 cores, up to 5.3GHz)	GL4ERAI	338-CRZM	1
Operating System	Windows 11 Pro	G0VA5W2	619-BBQD	1
Memory	16 GB: 2 x 8 GB, DDR5, up to 6400 MT/s, non-ECC	GBA6UR9	370-BCVX	1
Storage	512 GB, SSD	G0O2JSD	400-BSWY	1
Additional Storage	No Additional Hard Drive	G780XKR	401-AANH	1
Wireless	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® wireless card, internal antenna	GDZFP5E	555-BLWT,555-BLWW	1
Wireless Driver	Wireless Driver, Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® wireless card	GJ71O4S	555-BLZP	1
Chassis Options	Dell Pro Micro Plus with 65W Processor	G7S4NE0	329-BKRQ	1
Keyboard	Dell Pro Keyboard and Mouse - KM5221W - US English - Black	G4KLMAZ	580-BCCH	1
Mouse	Mouse included with Keyboard	GU54MYP	570-AADI	1
Adapter	No Additional Cable	GIX0L8M	379-BBCY	1
Stands and Mounts	No Stand or Mount	GJO5ZSE	575-BBBI	1
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	387-BBLW	1
Power Cord	Power Cord (US) for 180W Adapter	G1S6LHJ	450-AAZN	1
Documentation	Documentation	GUX97AW	340-DNBV	1
System Monitoring Options	Watch Dog SRV	G5UVY8E	379-BFYR	1
Placemat	Quick Start Guide	GYLK0JU	340-DTSX,389-FKHG	1
EAN/UPC Labels	No UPC/EAN Label	G8WGTYN	389-BCGW	1
TPM Security	Trusted Platform Module (Discrete TPM Enabled)	GJMDKT6	329-BBJL	1
Shipping Material	Shipping Material, MPP Cusion	G6AS8OF	340-DTXM,389-BBUU	1
Label	Regulatory Label for 180W Adapter	G0OITJD	389-FKNY	1
Intel Responsiveness Technologies	Driver/APP for IRST	G915M7G	658-BFTS	1
Processor Label	Intel® Core™ Ultra 7 vPro Processor Label	G4ERT3G	389-FJVS	1
Transportation from ODM to region	Desktop Standard shipment	G12DH3B	800-BBIO	1

Dell Pro Micro Plus QBM1250	Dell Pro Micro Plus QBM1250	G4WP29A	210-BPQG	1
Systems Management	Intel vPro® Enterprise	GUS97FV	631-BCCP	1
Speakers	Internal Speaker	GY5CFD6	520-BBGY	1
EPEAT	EPEAT Gold with Climate+	GBU8CHM	379-BDZB	1
Power Supply	180 Watt A/C Adapter, TCO Compliant	G4PSKQH	450-BDXJ	1
Raid Connectivity	NO RAID	GX5Q06T	817-BBBN	1
Micro Mounting Option	No Stand or Mount	GJO5ZSE	575-BBBI	1
FGA Module	No FGA	NOFGA	817-BBBB	1
Hard Drive Cables and Brackets	1st M.2 2230 SSD Extend Bracket & Screw	GABNY7H	575-BCRQ	1
Serial Port Adapter	No PCIe add-in-card	GVEYOQ7	492-BBFF	1
Optional Port Modules	No Additional Port	GWFXAL0	492-BCKH	1
TAA	No Federal Order	GUSA19Y	340-ACQQ	1
Operating System Language Pack	English, French, Spanish, Brazilian Portuguese	GALH68M	619-BBPD	1
Standard Hardware Support Service	3 Years ProSupport Next Business Day Onsite Service after remote diagnosis with HW-SW Support	GKTBR19	989-3449,717-0497,717-0457,717-0462	1
Windows AutoPilot	No AutoPilot	GYEO2AP	340-CKSZ	1
Microsoft Office	Activate Your Microsoft 365 For A 30 Day Trial	GHKU96A	630-ABBT	1
Non-Microsoft Application Software	Dell Pro Micro Plus QBM1250	G7TX4IE	658-BFWF	1
Home and Small Business Security solutions	None	GD4K19S	650-AAAM	1
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	620-AALW	1
External Speakers	No External Speaker	GTNM7E2	817-BBBC	1

Need Help?

We're here to answer any of your Order Support questions. Contact Us.

CONNECT WITH DELL:

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for Fourteen days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control. If such changes occur, pricing may be adjusted or purchase orders may be cancelled by Supplier, even after an order has been placed. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or customer changes to Supplier's planned delivery date.Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

AGENDA ITEM REQUEST FORM: G. 26.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Stephanie Hunt

Sponsor: Commissioner Smith

Agenda Item

Approve the transfer of a 2022 Harley Davidson Motorcycle from the Hays County Constable Precinct 4 Office to the Hays County Constable Precinct 5 Office. **SMITH/HUNT**

Summary

The following asset is being requested for transfer from the Hays County Constable Precinct 4 Office to the Hays County Constable Precinct 5 Office.

2022 Harley Davidson Motorcycle
Vin: 1HD1FHP1XNB670441
County Asset ID: 18614
County Tag: 020687

Attachments

Transfer Form

HAYS COUNTY AUDITOR - GENERAL FIXED ASSET TRANSFER FORM

*****THIS FORM IS NOT TO BE USED FOR THE TRANSFER OF COMPUTER EQUIPMENT*****

To be completed for all transfers of general fixed assets between departments and returned to Auditor

To be completed by Transferring Department
*** ONLY ONE GENERAL FIXED ASSET PER FORM ***

DESCRIPTION OF ITEM (Including Manufacturer and Model Number)

2022 HARLEY DAVIDSON ROAD KING POLICE MOTORCYCLE, TX. 3393XY

Fixed Asset County Tag Number: 020687

Serial Number: VIN# 1HD1FHP1XNB670441

Department Name: CONSTABLE, PCT. 4

Location: 195 ROGER HANKS PKWY #3, DRIPPING SPRINGS

Transfer agreed to by Elected Official/Department Head:

DJ ~ CONSTABLE
(signature)

Date: 3/17/2026

****

To be Completed by Department to which asset is transferred

TRANSFERRED TO
Department Name: Constable 5

Location: 500 Jack C Hays Trl. Buda TX

Transfer accepted by Elected Official / Department Head

(signature)

Date 03-17-2026

To be Completed for assets to be auctioned

ASSET TO BE HELD AT WAREHOUSE ☐
Received at Warehouse By:

ASSET TO BE HELD AT PURCHASING ☐
Received at Purchasing By:

Date

To be completed by Purchasing Office Only
ASSET SOLD IN COUNTY AUCTION ON

(Auction Date)

****

AUDITOR OFFICE USE ONLY
Fixed Asset System Updated:
Date
Initials

AUDITOR OFFICE USE ONLY
Asset Deleted from System After Auction:
Date
Initials

AGENDA ITEM REQUEST FORM: G. 27.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Stephanie Hunt

Sponsor: Judge Becerra

Agenda Item:

Authorize the execution of Addendum Number One to Service Order No. 1 for remote monitoring services for the countywide copiers leased with Ricoh USA, Inc, effective April 1, 2026. **BECERRA/HUNT**

Summary:

The Remote Monitoring Agreement, expired on March 31, 2026, and Amendment 1 will extend the agreement for sixty (60) additional months to cover all new copiers the Commissioners Court approved on March 24, 2026.

Fiscal Impact:

Amount Requested: $6.45 a month per copier.
Line Item Number: .5473 - Equipment Lease

Budget Office:

Source of Funds: Various Departments
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Buyboard 713-23

Auditor's Office:

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

Attachments

Remote Monitoring - Amendment 1

RICOH

ADDENDUM NUMBER ONE (1)
TO SERVICE ORDER NO. 1

This Addendum No. 1 ("**Addendum**") is effective as of April 1, 2026 (the "**Addendum Effective Date**"), and amends Service Order No. 1, last dated February 5, 2021 ("**Service Order**") made pursuant to the Master Service Agreement, dated January 26, 2021 ("**Agreement**"), by and between Hays, County of ("**Customer**") and Ricoh USA, Inc. ("**Ricoh**"). Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Service Order and/or Agreement. Customer and Ricoh are referred to herein collectively as the "Parties" and individually, each a "Party."

WHEREAS, the Parties have entered into that certain Service Order for Ricoh's provision of the Services, Equipment and other products to Customer in accordance with the terms and conditions set forth therein; and

WHEREAS, the Parties now desire to amend the Service Order, in accordance with the terms and conditions set forth herein.

NOW, **THEREFORE**, in connection with the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the Addendum Effective Date, the Parties hereby agree as follows:

1. The term of the Service Order is hereby extended for an additional sixty (60) months, concluding March 31, 2030 (the "Renewal Term"), unless otherwise earlier terminated pursuant to the terms of the Agreement.

2. The Minimum Service Fee stated in Exhibit A is hereby deleted and replaced with the following:

   "Ricoh agrees to provide the following Services for the base minimum fee: $516.00 per month (the "Minimum Service Fee"). The RMSSC "minimum fee" of $6.45 per device, per month will increase or decrease on a "per device" basis as they are added and/or removed from the Service Order (Exhibit B)."

3. The monthly Base Images table stated in Exhibit A is hereby deleted in its entirety.

Entire Agreement; Addendum. To the extent there is a conflict between the terms of this Addendum and the terms of the Service Order and/or Agreement, the terms of this Addendum shall control. Except as specifically set forth above, all terms and conditions of the Service Order and Agreement, including any addendums thereto, shall remain in full force and effect without modification thereto, and the Service Order and Agreement shall remain binding obligations of the Parties.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have executed this Addendum as of the Addendum Effective Date.

CUSTOMER		**RICOH USA, INC.**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

AGENDA ITEM REQUEST FORM: G. 28.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: BOUTTE/GONZALES

Sponsor: Commissioner Cohen

Agenda Item:

Authorize the acceptance of the grant award from the Department of State Health Services, Public Health Infrastructure Grant, Electronic Data Exchange grant program in the amount of $20,000.00 and amend the budget accordingly.
COHEN/BOUTTE/GONZALES

Summary:

Funds under the Public Health Infrastructure Grant have been allocated to promote Electronic Data Exchange. The grant awards $1,000.00 a month to reimburse for the CureMD software up to $20,000.00. There is no match required.

Grant period year 1: 5/12/2026-11/30/2026
Grant period year 2: 12/1/2026-11/30/2027
Contract: HHS001711300011

Fiscal Impact:

Amount Requested: None
Line Item Number: 120-675-99-237.4301
120-675-99-237.5429

Budget Office:

Source of Funds: Department of State Health Services Grant Funds
Budget Amendment Required Y/N?: Yes
Comments: Grant crosses fiscal years; future fiscal years will be budgeted for accordingly.
($5,000) Increase - Intergovernmental Revenue - 120-675-99-237.4301
$5,000 Increase - Software Maintenance and Licensing - 120-675-99-237.5429

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: The purchase of CureMD must follow the purchasing policy

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: Yes, FY 2026 - $5,000 in Intergovernmental Revenue
Comments:

Attachments

Contract
Year 1 Budget
Year 2 Budget

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SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES GRANT AGREEMENT,
CONTRACT NO. HHS001711300011
UNDER THE
PUBLIC HEALTH INFRASTRUCTURE GRANT PROGRAM

The parties to this agreement ("Grant Agreement" or "Contract") are Texas Department of State Health Services ("System Agency" or "DSHS"), a pass-through entity, and Hays County Health Department ("Grantee"), having its principal office at 712 S. Stagecoach Trail, Ste 1094 San Marcos, Texas 78666 (each a "Party" and collectively the "Parties").

I. PURPOSE

The purpose of this Grant Agreement is to implement and maintain a Health Information Exchange (HIE) to enhance data sharing, disease surveillance, public health reporting, and coordination with regional and state providers.

II. LEGAL AUTHORITY

This Grant Agreement is entered into pursuant to Texas Government Code Chapters 791 and 524, Texas Health and Safety Code Chapters 12 and 1001, and Public Health Service Act 42 US Code §300hh-33.

III. DURATION

This Grant Agreement is effective on the signature date of the latter of the Parties to sign this agreement and expires on November 30, 2027, unless sooner terminated pursuant to the terms and conditions of the Grant Agreement. The first year of this Grant Agreement ("Grant Year 1") shall begin on the Effective Date of this Grant Agreement and end on November 20, 2026. The 2nd year of this Grant ("Grant Year 2") shall begin on December 1, 2026 and end on November 30, 2027. This Grant Agreement does not include renewal periods.

IV. STATEMENT OF WORK

The Scope of Grant Project to which Grantee is bound is incorporated into and made a part of this Grant Agreement for all purposes and included as **ATTACHMENT A**.

V. BUDGET AND INDIRECT COST RATE

The total amount of this Grant Agreement will not exceed **$20,000.00**. Grantee is not required to provide matching funds.

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The total not-to-exceed amount includes the following:

Total Federal Funds: $20,000.00
Total State Funds: $0.00

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT B, BUDGET SUMMARY**.

If the System Agency approves or acknowledges an updated indirect cost rate, the Grant Agreement will be amended to incorporate the new rate (and the new indirect cost rate letter, if applicable) and the budget revised accordingly.

VI. REPORTING REQUIREMENTS

Grantee shall submit the following reports as specified in **ATTACHMENT A**.

REPORT	FREQUENCY	DUE DATE
Financial Status Report	Biannually on the last business day of the month following the end of each period listed below. Period 1: Effective Date – May 31, 2026 Period 2: June 1, 2026 - November 30, 2026 Period 3: December 1, 2026 - May 31, 2027 Period 4: June 1, 2027 - November 30, 2027	Period 1: June 30, 2026 Period 2: December 30, 2026 Period 3: June 30, 2027 Period 4: December 30, 2027
Invoices/Requests for Reimbursement	Monthly on the last business day of the month following the month in which expenses were incurred	The first invoice is due on the last business day of the month following the Effective Date of this Grant Agreement. The last invoice, pertaining to November 2027, is due on December 30, 2027.

VII. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Grant Agreement on behalf of their respective Party.

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System Agency
Kristiana Flores
Department of State Health Services
1100 W. 49th Street
Austin, Texas 78756
kristiana.flores@dshs.texas.gov

Grantee
Genevieve Kitts
Hays County Health Department
712 S. Stagecoach Trail, Ste 1094
San Marcos, Texas 78666
genevieve.kitts@hayscountytx.gov

VIII. NOTICE REQUIREMENTS

A. All notices given by Grantee shall be in writing, include the Grant Agreement contract number, comply with all terms and conditions of the Grant Agreement, and be delivered to the System Agency's Contract Representative identified above.
B. Grantee shall send legal notices to System Agency at the address below and provide a copy to the System Agency's Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe, Mail Code 1100
Austin, Texas 78751

C. Notices given by System Agency to Grantee may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by System Agency. Notices sent by mail shall be deemed delivered when deposited by the System Agency in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required.
D. Notices given by Grantee to System Agency shall be deemed delivered when received by System Agency.
E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

IX. FEDERAL AWARD INFORMATION

GRANTEE'S UNIQUE ENTITY IDENTIFIER IS: RH4DFY1GC2R3

Federal funding under this Grant Agreement is a subaward under the following federal award(s).

Federal Award Identification Number (FAIN): NE11OE000001
A. Assistance Listings Title, Number, and Dollar Amount:
   - CDC's Collaboration with Academia to Strengthen Public Health – 93.967 – $221,478,327.00
B. Federal Award Date: 11/29/2022
C. Federal Award Period: 12/1/2022-11/30/2027
D. Name of Federal Awarding Agency: CDC Office of Financial Resources

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E. Federal Award Project Description: Texas DSHS Strengthening Public Health Infrastructure, Workforce and Data Systems
F. Awarding Official Contact Information: Lakita Reid; wtl9@cdc.gov; 770-488-2742
G. Total Amount of Federal Funds Awarded to System Agency: $221,478,327.00
H. Amount of Funds Awarded to Grantee: $20,000.00
I. Identification of Whether the Award is for Research and Development: No

X. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of this Grant Agreement for all purposes.

Unless expressly stated otherwise in this Grant Agreement, in the event of conflict, ambiguity or inconsistency between or among any documents, all System Agency documents take precedence over Grantee's documents and the Data Use Agreement takes precedence over all other Grant Agreement documents.

ATTACHMENT A – SCOPE OF GRANT PROJECT
ATTACHMENT B – BUDGET SUMMARY
ATTACHMENT C – CONTRACT AFFIRMATIONS V. 2.9 MARCH 2026
ATTACHMENT D – HHS UNIFORM TERMS AND CONDITIONS – GRANT VERSION 3.5 SEPTEMBER 2024
ATTACHMENT E – HHS DATA USE AGREEMENT TACCHO VERSION (LOCAL CITY AND COUNTY ENTITIES) OCTOBER 23, 2019 (INCLUDING ATTACHMENT 1: SECURITY AND PRIVACY INQUIRY)
ATTACHMENT F – FEDERAL ASSURANCES – NON-CONSTRUCTION PROGRAMS
ATTACHMENT G – CERTIFICATION REGARDING LOBBYING
ATTACHMENT H – FFATA CERTIFICATION FORM
ATTACHMENT I – ACCEPTABLE USE POLICY

XI. SIGNATURE AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement. Any services or work performed by Grantee before this Grant Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR DSHS GRANT AGREEMENT,
CONTRACT NO. HHS001711300011

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

Signature

Printed Name:_____

Title: _____

Date of Execution: _____

HAYS COUNTY HEALTH DEPARTMENT

Signature

Printed Name: _____

Title: _____

Date of Execution: _____

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ATTACHMENT A
SCOPE OF GRANT PROJECT

I. BACKGROUND

The project objective is to provide funding for maintenance and user license fees for an already established and approved, electronic data exchange system for local health departments in Texas. This funding will support faster and more accurate data entry leading to increased capacity by staff to administer more vaccines while reducing errors and making data available in real time.

II. GRANTEE RESPONSIBILITIES

Grantee will ensure functionality and compatibility of the established and approved electronic data exchange system with ImmTrac2 during the contract term of April 1st, 2026-November 30th, 2027. This shall include ensuring all necessary licenses are current, scheduling yearly maintenance with the EHR vendor and/or meeting with DSHS to verify continued compatibility.

III. PERFORMANCE MEASURES

DSHS will monitor the Grantee's performance of the requirements in **ATTACHMENT A** and compliance with the Grant Agreement's terms and conditions.

IV. INVOICE AND PAYMENT

A. Grantee shall request payments monthly using the State of Texas Purchase Voucher (Form B-13). Invoices and supporting documentation must be submitted monthly to prevent delays in subsequent months. Invoices will be due the last business day of the month following the month in which expenses were incurred. Grantees that do not incur expenses within a month are required to submit a "zero dollar" invoice monthly. Grantee must submit a final close-out invoice. Invoices received more than thirty (30) days after each fiscal year are subject to denial of payment.

B. Grantee shall submit a **Financial Status Report (FSR)** twice per fiscal year. The first FSR (for the period effective date through May 31, 2026) is due by June 30, 2026. The second FSR (for the period June 1, 2026 through November 30, 2026) is due by December 31, 2026. The third FSR (for the period of December 1, 2026 through May 31, 2027) is due by June 30, 2027. The fourth and final FSR (for the period June 1, 2027, through November 30, 2027) is due by December 30, 2027.

C. All reporting documents must be submitted by e-mail, fax, or mail. E-mail is preferred, but fax or mail are acceptable.

1. For submission by mail, use address below:
   Department of State Health Services
   Claims Processing Unit
   P.O. Box 149347
   Austin, TX 78714-9347

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2. For submission by fax, use number below:
   (512) 458-7442

3. For submission by e-mail, see requirements below:

   a. **Form B-13** with supporting documentation must be sent to invoices@dshs.texas.gov & CMSInvoices@dshs.texas.gov, with a copy to the DSHS contract manager.
   b. **FSR** must be sent to: invoices@dshs.texas.gov; FSRGrants@dshs.texas.gov, and with a copy to the DSHS contract manager.

D. Grantee will be reimbursed on a monthly basis in accordance with the Budget in **Attachment B** of this Grant Agreement.

E. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Grantee's expenditures on a biannual basis. If expenditures are below that projected in Grantee's total contract amount, Grantee's budget may be subject to a decrease for the remainder of the term of the Grant Agreement.

F. For the purposes of this Grant Agreement, the Grantee may not use funds for fundraising activities, lobbying, research, construction, major renovations and reimbursement of pre-award costs, clinical care, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible, backfilling costs for staff or the purchase of incentive items.

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ATTACHMENT B
BUDGET SUMMARY

Budget Categories	DSHS Funding Year 1 (Execution thru 11/30/2026)	DSHS Funding Year 2 (12/1/2026 thru 11/30/2027)	Summary
Personnel	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
Contractual	$0.00	$0.00	$0.00
Other	$8,000.00	$12,000.00	$20,000.00
Total Direct Costs	$8,000.00	$12,000.00	$20,000.00
Indirect Costs	$0.00	$0.00	$0.00
Total Sum of Direct and Indirect Costs	**$8,000.00**	**$12,000.00**	**$20,000.00**

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HEALTH AND HUMAN SERVICES
Contract Number HHS001711300011

Attachment C CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

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5. Assignment

A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not 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 in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

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and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM*) maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

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18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2063.104 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2063.104.

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26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

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All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
  Attn: Fraud Hotline
  MC 1300
  P.O. Box 85200
  Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

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31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings**.**

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

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36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

   1. Name of individual(s) (Contractor or employee(s));
   2. Status;
   3. The nature of the previous employment with HHSC or the other State of Texas agency;
   4. The date the employment was terminated and the reason for the termination; and
   5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

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

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(a)(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2273 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot (1) contract with (a) an abortion provider or an affiliate of an abortion provider; or (b) an abortion assistance entity for the purpose of providing an abortion or abortion assistance;

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or (2) contract or appropriate or spend money to provide any person logistical support for the express purpose of assisting a woman with procuring an abortion or the services of an abortion provider. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 2273 of the Texas Government Code and certifies that the contract is not a taxpayer resource transaction, appropriation, or expenditure of money prohibited by Chapter 2273 of the Texas Government Code.

39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter Y, of the Texas Health and Safety Code.

40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. Entities that Boycott Energy Companies

Pursuant to Section 2276.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this

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provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

44. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

45. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

Pursuant to Texas Government Code, Section 2063.408, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2275.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2275.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of

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China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103 or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

51. Hardening of State Government

Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Contractor certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:

a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or

b. Listed in Section 1260H of the 2021 NDAA; or

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c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or

d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

52. Artificial Intelligence Disclosure.

Contractor certifies that it has a continuing obligation to disclose in writing to System Agency each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the Contract. "Artificial intelligence system" means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. Contractor certifies that it is in compliance with all applicable laws and regulations regarding the use of artificial intelligence systems.

53. Surveillance, Intimidation, and Related Acts.

Contractor certifies that it (and its subcontractors) have not, and if awarded a contract, will not, either directly or indirectly through a third party, engage in surveillance targeting or engage in an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against:

(1) a member of the state legislature or person employed to support the state legislature in any capacity;

(2) a family member of a person described by (1);

(3) a state agency employee; or

(4) an individual making a complaint or raising concerns regarding state agency operations or contracting.

Contractor certifies that it and its subcontractors have not, and if awarded a contract will not, either directly or indirectly through a third party, use private or confidential information to manipulate or influence a state contracting decision or proceeding. Contractor acknowledges that it, its executives and directors, and other associated entities and individuals could be terminated, barred from state contracts, and penalized up to $2 million for a violation of Government Code, Section 2261.302.

54. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

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55. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

56. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

57. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

58. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

59. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

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Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor
Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')
Texas County(s) for Assumed Business Name (d/b/a or 'doing business as') **Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.**

Signature of Authorized Representative	**Date Signed**
Printed Name of Authorized Representative **First, Middle Name or Initial, and Last Name**	**Title of Authorized Representative**
Physical Street Address	**City, State, Zip Code**
Mailing Address, if different	**City, State, Zip Code**
Phone Number	**Fax Number**
Email Address	**DUNS Number**
Federal Employer Identification Number	**Texas Identification Number (TIN)**
Texas Franchise Tax Number	**Texas Secretary of State Filing Number**
SAM.gov Unique Entity Identifier (UEI)	

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Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.5

Published and Effective – September 2024

Responsible Office: Chief Counsel

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ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules; the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

"Contract" or "Grant Agreement" means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

"Deliverables" means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

"DSHS" means the Department of State Health Services.

"Effective Date" means the date on which the Grant Agreement takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Grant Agreement. May also be referred to as "subrecipient" or "contractor" in this document.

"HHSC" means the Texas Health and Human Services Commission.

"Health and Human Services" or "HHS" includes HHSC and DSHS.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
iv. domain name registrations; and
v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Project" means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

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"Signature Document" means the document executed by all Parties for this Grant Agreement.

"Solicitation," "Funding Announcement" or "Request for Applications (RFA)" means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means the Texas Comptroller of Public Accounts' website relative to travel reimbursements under this Contract, if any.

"Statement of Work" means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

"System Agency" means HHSC or DSHS, as applicable.

"Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

"Texas Grant Management Standards" or "TxGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 INTERPRETIVE PROVISIONS

A. The meanings of defined terms include the singular and plural forms.
B. The words "hereof," "herein," "hereunder," and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

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D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
I. Time is of the essence in this Grant Agreement.
J. Prior to execution of the Grant Agreement, Grantee must notify System Agency's designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee's execution of the Grant Agreement, Grantee:
    i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
    ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/

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2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 USE OF FUNDS

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 NONSUPPLANTING

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

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ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.

B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the

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criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.

C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement.

ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee may be subject to sanctions and remedies for non-compliance.

iii. If Grantee, within Grantee's fiscal year, expends federal funds awarded of at least $750,000 for audit periods beginning before October 1, 2024 (beginning on or after October 1, 2024, at least $1,000,000), Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.

iv. If Grantee, within Grantee's fiscal year, expends at least $750,000 in state funds awarded or other amount specified in the TxGMS, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.

v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.

vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

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4.3 Submission of Audits and Financial Statements

A. Audits.
Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:
i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.
Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:
i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. Warranty, Affirmations, Assurances and Certifications

5.1 Warranty

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

i. Repair or replace all defective or damaged work;
ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 General Affirmations

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 Federal Assurances

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 Federal Certifications

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

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5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.
B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

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C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.
B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.

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C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.,* laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
    i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
    ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

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7.3 Property Rights upon Termination or Expiration of Contract

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 Equipment and Property

All equipment and property acquired by Grantee, with funds awarded under this Grant Agreement, are subject to all applicable laws and governing authority including, but not limited to, applicable provisions of 2 CFR 200 and TxGMS. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. Record Retention, Audit, And Confidentiality

8.1 Record Maintenance and Retention

A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.

B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

8.2 Agency's Right to Audit

A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.

B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency

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providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.
D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.
E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 Response/Compliance with Audit or Inspection Findings

A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.
C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

8.4 State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, 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, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

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8.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
   i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
   ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
   iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
   iv. suspending all or part of the Grant Agreement;
   v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
   vi. recouping payments made by the System Agency to the Grantee found to be in error;
   vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
   viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
   ix. withholding release of new grant agreements; and
   x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.

B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.

C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

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9.3 TERMINATION FOR CAUSE

A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.

B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

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C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.

B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

C. FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT AGREEMENT.

10.2 INTELLECTUAL PROPERTY

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;
ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR
iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.

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10.3 Additional Indemnity Provisions

A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.

B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.

C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.

ARTICLE XI. General Provisions

11.1 Amendments

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 No Quantity Guarantees

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 Child Abuse Reporting Requirements

A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.

B. Grantee shall use the Texas Abuse Hotline Website located at https://www.txabusehotline.org/Login/Default.aspx as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

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i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
iii. Applying to all employees and visitors in this designated area; and
iv. Providing for or referring its employees to tobacco use cessation services.

B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 LIMITATION ON AUTHORITY

A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
i. Make public policy on behalf of the System Agency;
ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or

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the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit

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arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 FUNDING DISCLAIMERS AND LABELING

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

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B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 ENTIRE CONTRACT AND MODIFICATION

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

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11.22 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 CIVIL RIGHTS

A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
   vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters
E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

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F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.

G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail CodeW206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.25 Enterprise Information Management Standards

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 Disclosure of Litigation

A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Grantee's financial condition.

B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 No Third Party Beneficiaries

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 Binding Effect

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

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HHS DATA USE AGREEMENT

This Data Use Agreement ("DUA"), effective as of the date the Base Contract into which it is incorporated is signed ("Effective Date"), is entered into by and between a Texas Health and Human Services Enterprise agency ("HHS"), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas ("CONTRACTOR.

ARTICLE 1.
PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information. ***45 CFR 164.504(e)(1)-(3)***. This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2.
DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

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(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein "PHI");

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3.
CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in

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a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in ***45 C.F.R. 160.103***) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply with all applicable laws, rules and regulations. ***45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).***

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(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. ***45 CFR 164.524and 164.504(e)(2)(ii)(E).***

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F).***

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528.***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request**.** ***45 CFR 164.504(e)(2).***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202.***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the

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proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: ***45 CFR 164.504(e)(4)(A).***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B).***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHSC and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated

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threats or hazards to the security or integrity of such information or unauthorized uses. ***45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306.***

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).***

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. ***45 CFR 164.308(a)(2).***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d).***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they

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agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d).***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I).***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information *in motion* includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information *at rest* requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d).***

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;

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- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.
BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

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(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). ***45 CFR 164.404.***

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410.***

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available***: For (a) - (m) below: 45 CFR 164.400-414.***

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

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(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to

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expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

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(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5.
STATEMENT OF WORK

"Statement of Work" means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6.
GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

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(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violated is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this

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DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

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6.10 Automatic Amendment and Interpretation

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

TEXAS Health and Human Services

Texas HHS System - Data Use Agreement - Attachment 2
SECURITY AND PRIVACY INQUIRY (SPI)

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Does the applicant/bidder access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.)? **IF NO, STOP. THE SPI FORM IS NOT REQUIRED.**	○ Yes ○ No

2. Entity or Applicant/Bidder Legal Name	Legal Name: Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only): Procurement/Contract#: Address: City: State: ZIP: Telephone #: Email Address:
3. Number of Employees, at all locations, in Applicant/Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/ Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees:
4. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors:
5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	**A. Security Official:** Legal Name: Address: City: State: ZIP: Telephone #: Email Address:
	B. Privacy Official: Legal Name: Address: City: State: ZIP: Telephone #: Email Address:

6. **Type(s) of Texas HHS Confidential Information the Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply)** • *Health Insurance Portability and Accountability Act (HIPAA) data* • *Criminal Justice Information Services (CJIS) data* • *Internal Revenue Service Federal Tax Information (IRS FTI) data* • *Centers for Medicare & Medicaid Services (CMS)* • *Social Security Administration (SSA)* • *Personally Identifiable Information (PII)*	HIPAA ☐	CJIS ☐	IRS FTI ☐	CMS ☐	SSA ☐	PII ☐
	Other (Please List)					

7. **Number of Storage Devices for Texas HHS Confidential Information (as defined in the Texas HHS System Data Use Agreement (DUA))** Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d) 0
a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.	
b. Servers. Number of Servers that are not in a data center or using Cloud Services.	
c. Cloud Services. Number of Cloud Services in use.	
d. Data Centers. Number of Data Centers in use.	

8. **Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year:**	Select Option (a-d)
a. 499 individuals or less	○ a.
b. 500 to 999 individuals	○ b.
c. 1,000 to 99,999 individuals	○ c.
d. 100,000 individuals or more	○ d.

9. **HIPAA Business Associate Agreement**	
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered Texas HHS agency for a HIPAA-covered function?	○ Yes ○ No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "N/A" if not applicable, such as for agencies not covered by HIPAA.)	○ Yes ○ No ○ N/A
Action Plan for Compliance with a Timeline:	Compliance Date:

10. **Subcontractors.** If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "N/A" for both 'a.' and 'b.'	
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	○ Yes ○ No ○ N/A
Action Plan for Compliance with a Timeline:	Compliance Date:

b. Will Applicant/Bidder agree to require subcontractors who will access Confidential Information to comply with the terms of the DUA, not disclose any Confidential Information to them until they have agreed in writing to the same safeguards and to discontinue their access to the Confidential Information if they fail to comply?	○ Yes ○ No ○ N/A
Action Plan for Compliance with a Timeline:	Compliance Date:
11. Does Applicant/Bidder have any **Optional Insurance** currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	○ Yes ○ No ○ N/A

SECTION B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	**Yes or No**
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information on behalf of a Texas HHS agency?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of Texas HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of Texas HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the Texas HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose Texas HHS Confidential Information has been breached, as directed by the Texas HHS agency?	○ Yes ○ No

Action Plan for Compliance with a Timeline:	Compliance Date:
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the Texas HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by a Texas HHS agency?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed Texas HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of Texas HHS Confidential Information within 60 days of identification of a need for update?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified Texas HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the Texas HHS Confidential Information, except for an Authorized Purpose, without express written authorization from a Texas HHS agency or as expressly permitted by the Base Contract?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
k. If Applicant/Bidder intends to use, disclose, create, maintain, store or transmit Texas HHS Confidential Information outside of the United States, will Applicant/Bidder obtain the express prior written permission from the Texas HHS agency and comply with the Texas HHS agency conditions for safeguarding offshore Texas HHS Confidential Information?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with Texas HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of Texas HHS pursuant to the DUA, or to publish Texas HHS Confidential Information without express prior approval of the Texas HHS agency?	○ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle Texas HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling Texas HHS Confidential Information, (2) a requirement to complete training before access is given to Texas HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	○ Yes ○ No

Action Plan for Compliance with a Timeline:	Compliance Date:
3. Does Applicant/Bidder have Privacy Safeguards to protect Texas HHS Confidential Information in oral, paper and/or electronic form? "Privacy Safeguards" means protection of Texas HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to Texas HHS Confidential Information, whether oral, written or electronic?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle Texas HHS Confidential Information from the list of Authorized Users?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:

SECTION C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)

This section is about your electronic system. If your business DOES NOT store, access, or transmit Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.	**No Electronic Systems** ☐

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related items is 30 calendar days, PII-related items is 90 calendar days.

1. Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information are maintained **IN** the United States (no offshoring) unless **ALL** of the following requirements are met? **a.** The data is encrypted with FIPS 140-2 validated encryption **b.** The offshore provider does not have access to the encryption keys **c.** The Applicant/Bidder maintains the encryption key within the United States **d.** The Application/Bidder has obtained the express prior written permission of the Texas HHS agency *For more information regarding FIPS 140-2 encryption products, please refer to:* *http://csrc.nist.gov/publications/fips*	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
3. Does Applicant/Bidder monitor and manage access to Texas HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access Texas HHS Confidential Information, and access is limited to Authorized Users)?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
4. Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store Texas HHS Confidential Information. **If yes, upon request must provide evidence such as a screen shot or a system report.**	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:

5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information have a unique user name (account) and private password?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store Texas HHS Confidential Information?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing Texas HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access Texas HHS Confidential Information, and remote access is limited to Authorized Users). *Encryption is required for all Texas HHS Confidential Information. Additionally, **FIPS 140-2** validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.* *For more information regarding FIPS 140-2 encryption products, please refer to:* *http://csrc.nist.gov/publications/fips*	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store Texas HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:

10. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information that is ***transmitted*** over a public network (e.g., the Internet, WiFi, etc.)? **If yes, upon request must provide evidence such as a screen shot or a system report.** *Encryption is required for all HHS Confidential Information. Additionally, **FIPS 140-2** validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.* *For more information regarding FIPS 140-2 encryption products, please refer to:* *http://csrc.nist.gov/publications/fips*	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
11. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information ***stored*** on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)? **If yes, upon request must provide evidence such as a screen shot or a system report.** *Encryption is required for all Texas HHS Confidential Information. Additionally, **FIPS 140-2** validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.* *For more information regarding FIPS 140-2 encryption products, please refer to:* *http://csrc.nist.gov/publications/fips*	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
12. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting Texas HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
13. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
14. Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information with a subcontractor (e.g., cloud services, social media, etc.) unless Texas HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:

15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
17. Does the Applicant/Bidder review system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
18. Notwithstanding records retention requirements, does Applicant/Bidder's disposal processes for Texas HHS Confidential Information ensure that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:
19. Does the Applicant/Bidder ensure that all public facing websites and mobile applications containing Texas HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516; including requirements for implementing vulnerability and penetration testing and addressing identified vulnerabilities? *For more information regarding TGC, Section 2054.516 DATA SECURITY PLAN FOR ONLINE AND MOBILE APPLICATIONS, please refer to: https://legiscan.com/TX/text/HB8/2017*	◯ Yes ◯ No
Action Plan for Compliance with a Timeline:	Compliance Date:

SECTION D: SIGNATURE AND SUBMISSION (to be completed by Applicant/Bidder)

Please sign the form digitally, if possible. If you can't, provide a handwritten signature.

1. I certify that all of the information provided in this form is truthful and correct to the best of my knowledge. If I learn that any such information was not correct, I agree to notify Texas HHS of this immediately.

2. Signature	**3.** Title	**4.** Date:

To **submit** the completed, signed form:

- Email the form as an attachment to the appropriate Texas HHS Contract Manager(s).

Section E: To Be Completed by Texas HHS Agency Staff:

Agency(s): HHSC: ☐ DFPS: ☐ DSHS: ☐	Requesting Department(s):
Legal Entity Tax Identification Number (TIN) (Last four Only):	PO/Contract(s) #:

Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:
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INSTRUCTIONS FOR COMPLETING THE SECURITY AND PRIVACY INQUIRY (SPI)

Below are instructions for Applicants, Bidders and Contractors for Texas Health and Human Services requiring the Attachment 2, Security and Privacy Inquiry (SPI) to the Data Use Agreement (DUA). Instruction item numbers below correspond to sections on the SPI form.

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A. APPLICANT /BIDDER INFORMATION

Item #1. *Only contractors that access, transmit, store, and/or maintain Texas HHS Confidential Information will complete and email this form as an attachment to the appropriate Texas HHS Contract Manager.*

Item #2. Entity or Applicant/Bidder Legal Name. *Provide the legal name of the business (the name used for legal purposes, like filing a federal or state tax form on behalf of the business, and is not a trade or assumed named "dba"), the legal tax identification number (last four numbers only) of the entity or applicant/bidder, the address of the corporate or main branch of the business, the telephone number where the business can be contacted regarding questions related to the information on this form and the website of the business, if a website exists.*

Item #3. Number of Employees, at all locations, in Applicant/Bidder's workforce. *Provide the total number of individuals, including volunteers, subcontractors, trainees, and other persons who work for the business. If you are the only employee, please answer "1."*

Item #4. Number of Subcontractors. *Provide the total number of subcontractors working for the business. If you have none, please answer "0" zero.*

Item #5. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year. *Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Texas HHS Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.*

Item #5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder. *As with all other fields on the SPI, this is a required field. This may be the same person and the owner of the business if such person has the security and privacy knowledge that is required to implement the requirements of the DUA and respond to questions related to the SPI. In 4.A. provide the name, address, telephone number, and email address of the person whom you have designated to answer any security questions found in Section C and in 4.B. provide this information for the person whom you have designated as the person to answer any privacy questions found in Section B. The business may contract out for this expertise; however, designated individual(s) must have knowledge of the business's devices, systems and methods for use, disclosure, creation, receipt, transmission and maintenance of Texas HHS Confidential Information and be willing to be the point of contact for privacy and security questions.*

Item #6. Type(s) of HHS Confidential Information the Entity or Applicant/Bidder Will Create, Receive, Maintain, Use, Disclose or Have Access to: *Provide a complete listing of all Texas HHS Confidential Information that the Contractor will create, receive, maintain, use, disclose or have access to. The DUA section Article 2, Definitions, defines Texas HHS Confidential Information as:*

> *"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of Texas HHS that consists of or includes any or all of the following:*
>
> *(1) Client Information;*
> *(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;*
> *(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;*

(4) Federal Tax Information;
(5) Personally Identifiable Information;
(6) Social Security Administration Data, including, without limitation, Medicaid information;
(7) All privileged work product;
(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

Definitions for the following types of confidential information can be found the following sites:

- *Health Insurance Portability and Accountability Act (HIPAA) - http://www.hhs.gov/hipaa/index.html*
- *Criminal Justice Information Services (CJIS) - https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center*
- *Internal Revenue Service Federal Tax Information (IRS FTI) - https://www.irs.gov/pub/irs-pdf/p1075.pdf*
- *Centers for Medicare & Medicaid Services (CMS) - https://www.cms.gov/Regulations-and-Guidance/Regulations-and-Guidance.html*
- *Social Security Administration (SSA) - https://www.ssa.gov/regulations/*
- *Personally Identifiable Information (PII) - http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf*

Item #7. Number of Storage devices for Texas HHS Confidential Information. *The total number of devices is automatically calculated by exiting the fields in lines a - d. Use the <Tab> key when exiting the field to prompt calculation, if it doesn't otherwise sum correctly.*

- ***Item 7a. Devices****. Provide the number of personal user computers, devices, and drives (including mobile devices, laptops, USB drives, and external drives) on which your business stores or will store Texas HHS Confidential Information.*
- ***Item 7b. Servers****. Provide the number of servers not housed in a data center or "in the cloud," on which Texas HHS Confidential Information is stored or will be stored. A server is a dedicated computer that provides data or services to other computers. It may provide services or data to systems on a local area network (LAN) or a wide area network (WAN) over the Internet. If none, answer "0" (zero).*
- ***Item 7c. Cloud Services****. Provide the number of cloud services to which Texas HHS Confidential Information is stored. Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than on a local server or a personal computer. If none, answer "0" (zero.)*
- ***Item 7d. Data Centers.*** *Provide the number of data centers in which you store Texas HHS Confidential Information. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business. If none, answer "0" (zero).*

Item #8. Number of unduplicated individuals for whom the Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year*. Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.*

Item #9. HIPAA Business Associate Agreement*.*

- ***Item #9a.*** *Answer "Yes" if your business will use, disclose, create, receive, transmit, or store information relating to a client/consumer's healthcare on behalf of the Department of State Health Services, the Department of Disability and Aging Services, or the Health and Human Services Commission for treatment, payment, or operation of Medicaid or Medicaid clients. If your contract does not include HIPAA covered information, respond "no." If "no," a compliance plan is not required.*
- ***Item #9b.*** *Answer "Yes" if your business has a notice of privacy practices (a document that explains how you protect and use a client/consumer's healthcare information) displayed either on a website (if one exists for your business) or in your place of business (if that location is open to clients/consumers or the public). If your contract does not include HIPAA covered information, respond "N/A."*

Item #10. Subcontractors*. If your business responded "0" to question 4 (number of subcontractors), Answer "N/A" to Items 10a and 10b to indicate not applicable.*

- ***Item #10a.*** *Answer "Yes" if your business requires that all subcontractors sign Attachment 1 of the DUA.*
- ***Item #10b.*** *Answer "Yes" if your business obtains Texas HHS approval before permitting subcontractors to handle Texas HHS Confidential Information on your business's behalf.*

Item #11*.* ***Optional Insurance.*** *Answer "yes" if applicant has optional insurance in place to provide coverage for a Breach or any*

other situations listed in this question. If you are not required to have this optional coverage, answer "N/A" A compliance plan is not required.

SECTION B. PRIVACY RISK ANALYSIS AND ASSESSMENT

Reasonable and appropriate written Privacy and Security policies and procedures are required, even for sole proprietors who are the only employee, to demonstrate how your business will safeguard Texas HHS Confidential Information and respond in the event of a Breach of Texas HHS Confidential Information. To ensure that your business is prepared, all of the items below must be addressed in your written Privacy and Security policies and procedures.

Item #1. Answer "Yes" if you have written policies in place for each of the areas (a-o).

- **Item #1a.** Answer "yes" if your business has written policies and procedures that identify everyone, including subcontractors, who are authorized to use Texas HHS Confidential Information. The policies and procedures should also identify the reason why these Authorized Users need to access the Texas HHS Confidential Information and this reason must align with the Authorized Purpose described in the Scope of Work or description of services in the Base Contract with the Texas HHS agency.
- **Item #1b.** Answer "Yes" if your business has written policies and procedures that require your employees (including yourself), your volunteers, your trainees, and any other persons whose work you direct, to comply with the requirements of HIPAA, if applicable, and other confidentiality laws as they relate to your handling of Texas HHS Confidential Information. Refer to the laws and rules that apply, including those referenced in the DUA and Scope of Work or description of services in the Base Contract.
- **Item #1c.** Answer "Yes" if your business has written policies and procedures that limit the Texas HHS Confidential Information you disclose to the minimum necessary for your workforce and subcontractors (if applicable) to perform the obligations described in the Scope of Work or service description in the Base Contract. (e.g., if a client/consumer's Social Security Number is not required for a workforce member to perform the obligations described in the Scope of Work or service description in the Base Contract, then the Social Security Number will not be given to them.) If you are the only employee for your business, policies and procedures must not include a request for, or use of, Texas HHS Confidential Information that is not required for performance of the services.
- **Item #1d.** Answer "Yes" if your business has written policies and procedures that explain how your business would respond to an actual or suspected breach of Texas HHS Confidential Information. The written policies and procedures, at a minimum, must include the three items below. If any response to the three items below are no, answer "no."
  - **Item #1di.** Answer "Yes" if your business has written policies and procedures that require your business to immediately notify Texas HHS, the Texas HHS Agency, regulatory authorities, or other required Individuals or Authorities of a Breach as described in Article 4, Section 4 of the DUA.
    Refer to Article 4, Section 4.01:

    Initial Notice of Breach *must be provided in accordance with Texas HHS and DUA requirements with as much information as possible about the Event/Breach and a name and contact who will serve as the single point of contact with HHS both on and off business hours. Time frames related to Initial Notice include:*
    - *within one hour of Discovery of an Event or Breach of Federal Tax Information, Social Security Administration Data, or Medicaid Client Information*
    - *within 24 hours of all other types of Texas HHS Confidential Information* ***48-hour Formal Notice*** *must be provided no later than 48 hours after Discovery for protected health information, sensitive personal information or other non-public information and must include applicable information as referenced in Section 4.01 (C) 2. of the DUA.*
  - **Item #1dii.** Answer "Yes" if your business has written policies and procedures require you to have and follow a written breach response plan as described in Article 4 Section 4.02 of the DUA.
  - **Item #1diii.** Answer "Yes" if your business has written policies and procedures require you to notify Reporting Authorities and Individuals whose Texas HHS Confidential Information has been breached as described in Article 4 Section 4.03 of the DUA.
- **Item #1e.** Answer "Yes" if your business has written policies and procedures requiring annual training of your entire workforce on matters related to confidentiality, privacy, and security, stressing the importance of promptly reporting any Event or Breach, outlines the process that you will use to require attendance and track completion for employees who failed to complete annual training.

- **Item #1f.** Answer "Yes" if your business has written policies and procedures requiring you to allow individuals (clients/consumers) to access their individual record of Texas HHS Confidential Information, and allow them to amend or correct that information, if applicable.
- **Item #1g.** Answer "Yes" if your business has written policies and procedures restricting access to Texas HHS Confidential Information to only persons who have been authorized and trained on how to handle Texas HHS Confidential Information
- **Item #1h.** Answer "Yes" if your business has written policies and procedures requiring sanctioning of any subcontractor, employee, trainee, volunteer, or anyone whose work you direct when they have accessed Texas HHS Confidential Information but are not authorized to do so, and that you have a method of proving that you have sanctioned such an individuals. If you are the only employee, you must demonstrate how you will document the noncompliance, update policies and procedures if needed, and seek additional training or education to prevent future occurrences.
- **Item #1i.** Answer "Yes" if your business has written policies and procedures requiring you to update your policies within 60 days after you have made changes to how you use or disclose Texas HHS Confidential Information.
- **Item #1j.** Answer "Yes" if your business has written policies and procedures requiring you to restrict attempts to take de-identified data and re-identify it or restrict any subcontractor, employee, trainee, volunteer, or anyone whose work you direct, from contacting any individuals for whom you have Texas HHS Confidential Information except to perform obligations under the contract, or with written permission from Texas HHS.
- **Item #1k.** Answer "Yes" if your business has written policies and procedures prohibiting you from using, disclosing, creating, maintaining, storing or transmitting Texas HHS Confidential Information outside of the United States.
- **Item #1l.** Answer "Yes" if your business has written policies and procedures requiring your business to cooperate with HHS agencies or federal regulatory entities for inspections, audits, or investigations related to compliance with the DUA or applicable law.
- **Item #1m.** Answer "Yes" if your business has written policies and procedures requiring your business to use appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information. Policies and procedures should comply with Texas HHS requirements for retention of records and methods of disposal.
- **Item #1n.** Answer "Yes" if your business has written policies and procedures prohibiting the publication of the work you created or performed on behalf of Texas HHS pursuant to the DUA, or other Texas HHS Confidential Information, without express prior written approval of the HHS agency.

Item #2. Answer "Yes" if your business has a current training program that meets the requirements specified in the SPI for you, your employees, your subcontractors, your volunteers, your trainees, and any other persons under you direct supervision.

Item #3. Answer "Yes" if your business has privacy safeguards to protect Texas HHS Confidential Information as described in the SPI.

Item #4. Answer "Yes" if your business maintains current lists of persons in your workforce, including subcontractors (if applicable), who are authorized to access Texas HHS Confidential Information. If you are the only person with access to Texas HHS Confidential Information, please answer "yes."

Item #5. Answer "Yes" if your business and subcontractors (if applicable) monitor for and remove from the list of Authorized Users, members of the workforce who are terminated or are no longer authorized to handle Texas HHS Confidential Information. If you are the only one with access to Texas HHS Confidential Information, please answer "Yes."

SECTION C. SECURITY RISK ANALYSIS AND ASSESSMENT

This section is about your electronic systems. If you DO NOT store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal computer, mobile device, database, server, etc.), select the "No Electronic Systems" box and respond "Yes" for all questions in this section.

Item #1. Answer "Yes" if your business does not "offshore" or use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information outside of the United States. If you are not certain, contact your provider of technology services (application, cloud, data center, network, etc.) and request confirmation that they do not off-shore their data.

Item #2. Answer "Yes" if your business uses a person or company who is knowledgeable in IT security to maintain or oversee the configurations of your business's computing systems and devices. You may be that person, or you may hire someone who can provide that service for you.

Item #3. Answer "Yes" if your business monitors and manages access to Texas HHS Confidential Information (i.e., reviews systems to ensure that access is limited to Authorized Users; has formal processes for granting, validating, and reviews the need for remote access to Authorized Users to Texas HHS Confidential Information, etc.). If you are the only employee, answer "Yes" if you have implemented a process to periodically evaluate the need for accessing Texas HHS Confidential Information to fulfill your Authorized Purposes.

Item #4. Answer "Yes" if your business has implemented a system for changing the password a system initially assigns to the user (also known as the default password), and requires users to change their passwords at least every 90 days, and prohibits the creation of weak passwords for all computer systems that access or store Texas HHS Confidential Information (e.g., a strong password has a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numbers, where possible). If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:
https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/password-policy

Item #5. Answer "Yes" if your business assigns a unique user name and private password to each of your employees, your subcontractors, your volunteers, your trainees and any other persons under your direct control who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information.

Item #6. Answer "Yes" if your business locks the access after a certain number of failed attempts to login and after 15 minutes of user inactivity on all computing devices that access or store Texas H H S Confidential Information. If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:
https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/account-lockout-policy

Item #7. Answer "Yes" if your business secures, manages, and encrypts remote access, such as: using Virtual Private Network (VPN) software on your home computer to access Texas HHS Confidential Information that resides on a computer system at a business location or, if you use wireless, ensuring that the wireless is secured using a password code. If you do not access systems remotely or over wireless, answer "Yes."

Item #8. Answer "Yes" if your business updates the computer security settings for all your computers and electronic systems that access or store Texas HHS Confidential Information to prevent hacking or breaches (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit opportunities for hackers or intruders to access your system). For example, Microsoft's Windows security checklist:
https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/how-to-configure-security-policy-settings

Item #9. Answer "Yes" if your business secures physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.). If you are the only employee and use these practices for your business, answer "Yes."

Item #10. Answer "Yes" if your business uses encryption products to protect Texas HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WIFI, etc.) or that is stored on a computer system that is physically or electronically accessible to the public (FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.) For more information regarding FIPS 140-2 encryption products, please refer to: *http://csrc.nist.gov/publications/fips*).

Item #11. Answer "Yes" if your business stores Texas HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can produce evidence of the encryption, such as, a screen shot or a system report (FIPS 140-2 encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data). For more information regarding FIPS 140-2 validated encryption products, please refer to: *http://csrc.nist.gov/publications/fips*). If you do not utilize end-user electronic devices for storing Texas HHS Confidential Information, answer "Yes."

Item #12. Answer "Yes" if your business requires employees, volunteers, trainees and other workforce members to sign a document that clearly outlines their responsibilities for protecting Texas HHS Confidential Information and associated systems containing Texas HHS Confidential Information before they can obtain access. If you are the only employee answer "Yes" if you have signed or are willing to sign the DUA, acknowledging your adherence to requirements and responsibilities.

Item #13. Answer "Yes" if your business is willing to perform a criminal background check on employees, subcontractors, volunteers, or trainees who access Texas HHS Confidential Information. If you are the only employee, answer "Yes" if you are willing to submit to a background check.

Item #14. Answer "Yes" if your business prohibits the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information on Cloud Services or social media sites if you use such services or sites, and there is a Texas HHS approved subcontractor agreement that includes compliance and liability clauses with the same requirements as the Applicant/Bidder. If you do not utilize Cloud Services or media sites for storing Texas HHS Confidential Information, answer "Yes."

Item #15. Answer "Yes" if your business keeps current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:
https://portal.msrc.microsoft.com/en-us/

Item #16. Answer "Yes" if your business's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:
https://docs.microsoft.com/en-us/windows/security/threat-protection/

Item #17. Answer "Yes" if your business reviews system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis. If you use a Microsoft Windows system, refer to the Microsoft website for ensuring your system is logging security events, see example:
https://docs.microsoft.com/en-us/windows/security/threat-protection/auditing/basic-security-audit-policies

Item #18. Answer "Yes" if your business disposal processes for Texas HHS Confidential Information ensures that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable. Simply deleting data or formatting the hard drive is not enough; ensure you use products that perform a secure disk wipe. Please see NIST SP 800-88 R1, *Guidelines for Media Sanitization* and the applicable laws and regulations for the information type for further guidance.

Item #19. Answer "Yes" if your business ensures that all public facing websites and mobile applications containing HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516

SECTION D. SIGNATURE AND SUBMISSION

Click on the signature area to digitally sign the document. Email the form as an attachment to the appropriate Texas HHS Contract Manager.

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Expiration Date: 07/31/2028

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

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OMB Number: 4040-0013
Expiration Date: 06/30/2028

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION			
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
Prefix:	* First Name:	Middle Name:	
* Last Name:		Suffix:	
* Title:			
* SIGNATURE:		* DATE:	

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TEXAS Health and Human Services | Texas Department of State Health Services

Fiscal Federal Funding Accountability and Transparency Act (FFATA)

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why*.**

Legal Name of Contractor:	**FFATA Contact: (Name, Email and Phone Number):**
Primary Address of Contractor:	**Zip Code: 9-digits required www.usps.com**
Unique Entity ID (UEI): This number replaces the DUNS www.sam.gov	**State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits:**

Printed Name of Authorized Representative:	**Signature of Authorized Representative**
Title of Authorized Representative	**Date Signed**

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Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? Yes ☐ No ☐

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification. If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes ☐ No ☐

B. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes ☐ No ☐

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes ☐ No ☐

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

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TEXAS
Health and Human Services

Information Security Acceptable Use Policy

1. Purpose

This policy establishes requirements for using and protecting HHS information resources. Information resources include HHS data, information systems, and equipment.

This policy also ensures that you are informed of and agree to your responsibilities concerning the use and protection of HHS information resources.

This policy supports requirements in the Information Security Policy, Circular-021: HHS Information Security/Cybersecurity Policy, Texas Administrative Code, Chapter 202, Prohibited Technologies Security Policy, and all other relevant HHS, state, and federal policies and regulations.

2. Scope

This policy applies to all HHS desktop computers, laptops, servers, software, data, mobile devices, and any other HHS information resources that are connected to the HHS network or that process HHS data.

The scope of this policy includes equipment not owned by HHS, if it is used to access HHS data or information systems to perform HHS business.

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3. Audience

This policy applies to you, if you are authorized to access HHS information resources; that is, if:

- You are an HHS workforce member, defined for the purposes of this policy as an HHS employee, intern, trainee, or volunteer.
- You are a staff augmentation contractor.
- You or your employer or contracting entity are contracted to provide services to HHS or are an external entity that has an agreement with HHS to access HHS information resources.

This policy applies when you work in a state office or in another location, such as your home.

This policy excludes members of the public who use an HHS information resource to receive services from HHS.

4. Policy

4.1 Understanding Access

Use HHS information resources only for the purposes explicitly covered in this policy and in compliance with the requirements explained in this policy, unless you are explicitly granted permission to do otherwise by the proper information owner, laws and regulations, or contract.

The HHS IT division may implement technical controls to help enforce the requirements in this policy.

Use HHS Information Resources for Business

As an authorized user, you must only use HHS information resources for HHS business purposes or for limited personal use. Limited personal use (for example, use of email or a web browser) is explained in Chapter 1, Section D, Standards of Conduct in the HHS Human Resources Policy Manual.

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Prevent and Report Unauthorized Use

Unauthorized access to or disclosure, duplication, modification, diversion, or destruction of HHS information resources is prohibited.

You must follow the requirements in this policy to use HHS information resources appropriately and take reasonable precautions to prevent their unauthorized use. Immediately report a suspected or known security incident or weakness to the HHS IT Customer Support Help Desk (Help Desk), per the HHS Information Security/Cybersecurity page.

Do not enter or change information in an HHS system or database without proper authorization, per Chapter 33 of the Texas Penal Code.

The Consequences of Unauthorized Use

Failure to comply with the requirements in this policy may result in disciplinary or corrective actions explained in the HHS Human Resources Policy Manual.

If you disregard the security requirements explained in this policy, such as not taking the required training or not using the HHS network appropriately, the Chief Information Security Office may:

- Notify your manager, who will take the corrective or disciplinary actions explained in Chapter 1, Section F of the HHS Human Resources Policy Manual, as appropriate.
- Require you to take training to help you understand the importance of security requirements and avoid future violations.

If you commit the following offences, you could be fined, incarcerated, or both:

- Access an HHS information resource without proper authorization.
- Give another party unauthorized access.
- Maliciously cause an HHS information resource to malfunction.

4.2 Becoming an Authorized User

4.2.1. Take the Required Training

If you use HHS information resources, you must take the information security training that applies to you, even if you are not an HHS workforce member, as explained in the Information Security Training, Awareness, and Continuing Education Policy.

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4.2.2. Read and Complete the Acceptable Use Agreement

Before you can access an HHS information resource for the first time, you must read this policy and complete the Acceptable Use Agreement to acknowledge that you understand and will comply with your obligations under this policy.

You may be asked to complete the Acceptable Use Agreement more than once (for example, each time you accept a new job at HHS).

You may be asked to complete the Acceptable Use Agreement in electronic format (such as on IAM Online or the Enterprise Portal), in print format, or both.

Workforce Members and Staff Augmentation Contractors

If you are a new HHS workforce member or new staff augmentation contractor, your supervisor must:

- Ensure that you complete and sign the Acceptable Use Agreement in electronic or print format during the hiring or contracting process.
- Retain a copy of your Acceptable Use Agreement.
- **Workforce members only:** Send a copy to HHS Human Resources.

Employees of Contractors and Other External Entities

If you work for an external entity and are not a staff augmentation contractor, your assigned HHS contract manager or a customer service representative from IT Data Center Operations must:

- Ensure that you complete and sign the Acceptable Use Agreement electronically or in print format, when you are hired.
- Retain a copy (for example, in a contract file), if you sign the Acceptable Use Agreement outside of the HHS Enterprise Portal or IAMOnline. (The portal retains a record.)

4.2.3. Maintain Your Authorization

After you sign the Acceptable Use Agreement, you will receive an annual reminder of your obligations under it, along with instructions to review this policy for updates. You must stay up to date on changes to the policy to retain your authorized access.

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4.2.4. Have No Expectation of Privacy

When using HHS information resources, you must have no expectation of privacy, even when accessing HHS information resources from a device not owned by HHS. HHS may monitor your use of HHS information resources at any time and on any device. By using HHS information resources, you consent to being monitored.

Without notification, HHS may:

- Make subject to electronic discovery any information that you have stored in or that is associated with an HHS information resource (including personal email, voicemail, files, or messages).
- Review and provide the information for open records requests, legislative requests, litigation purposes, and investigations.

To protect your privacy and to protect against loss of personal information, avoid storing personal information on HHS information resources, particularly large files.

4.2.5. Receive Access

You will only receive access to the HHS information resources (electronic and print) that you need to perform your essential job functions, and you will be granted the least amount of access sufficient to perform those functions.

Confidential or Sensitive Information

If your essential job functions require access to information that is confidential or agency sensitive, you may be required to complete other documentation or training, in addition to reading and signing the Acceptable Use Agreement.

4.2.6. Set Up Your User Credentials

After you receive access to HHS information resources, you must set up your credentials by creating a strong password and user name, if needed.

You must use your own assigned credentials to access HHS information resources.

Never write down or store your password. If needed, use one of the approved password managers listed in the Software Catalog. Never use a Remember Password or auto logon feature, except on approved IT-managed systems.

Never reveal your password to anyone, including administrative assistants, management, or the Help Desk.

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Actions initiated under your credentials are considered to be authorized and electronically signed by you.

If you suspect that your account or password is compromised, you must:

- Immediately change your password and then report it to the Help Desk.
- Follow the Help Desk's instructions to secure your account.

4.3 Accessing HHS Resources

When outside of the US or its territories, you must not access any HHS information resources owned by HHS or an HHS third-party vendor from any device using any type of network connection (wireless or physical). Such access is high risk.

4.3.1. Use Software Appropriately

You must follow all requirements in the Software Policy and the Prohibited Technologies Security Policy, including the requirement to request and obtain approval from Software Management before using, purchasing, or renewing software.

You must not disable or bypass malware protection software unless your assigned job functions require this and your manager and the Information Security Office approve.

4.3.2. Use the Network Appropriately

Your supervisor must open a Help Desk ticket to modify hardware or settings to extend HHS network capabilities (for example, to use or install a wireless router).

Do not modify network-related hardware or settings yourself.

Using a home or non-HHS wireless network to connect to the HHS network with approved virtual private network software is allowed. See section 4.3.4 for more details.

Unless you have an approved exception to the Prohibited Technologies Security Policy you must not:

- Connect to an HHS network using a device with prohibited technology on it.
- Attempt to download or install prohibited technology on a device while it's connected to an HHS network.

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Only connect agency approved devices to the HHS internal wired, wireless, or virtual private networks for employees (this excludes networks specifically used for approved vendors, contractors, and guests. See the HHS Connection Network and System Access page for more details.

Confidential or Sensitive Information

To ensure that agency sensitive or confidential information, including electronic protected health information, is protected:

- Follow the guidelines in the Data Classification Standard.
- Refer to the HHS Approved Hardware List on the Requesting Hardware and Software page.

Never circumvent security policies for internet browsing (for example, by using personal or publicly available proxy servers or devices).

4.3.3. Follow Communication Requirements

You must follow all applicable requirements for communication in Chapter 1, Section D, Standards of Conduct, in the HHS Human Resources Policy Manual.

Social Media

You must follow the guidance in Circular-042: HHS Social Media Policy and Chapter 1, Section D.14 of the HHS Human Resources Policy Manual to determine when you can use social media.

Unless you have an approved exception, you must not use social media if it is prohibited by the Prohibited Technologies Security Policy. For information on exceptions, see the policy.

Email

Do not open email attachments or links from unknown senders. Emails from senders external to HHS are identified by a banner.

Do not send unsolicited messages to large groups, except as required to conduct HHS business.

To send confidential information by email, you must follow the requirements in 4.3.9 and in the Data Classification Standard.

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Do not use your HHS email account to send confidential or agency sensitive information to your personal email account (such as a personal Gmail or Outlook account), unless it's your information (such as your tax documents or documents related to your compensation, severance, or retirement plans and benefits).

Do not use your personal email account to:

- Send HHS information that is confidential or agency sensitive.
- Receive HHS information that is confidential or agency sensitive (including from your HHS email account).
- Conduct HHS business.

Instant Messaging and Collaboration in Microsoft Teams

Use Microsoft Teams for instant messaging (chat). Teams is HHS's standard instant messaging software.

When using Teams, you must follow all requirements in the Microsoft Teams Policy.

4.3.4. Request Remote and VPN Access

To request VPN remote access to the HHS network, you must have your supervisor's approval and follow the requirements on the HHS Remote Access page.

If you are authorized to telework or to access HHS information resources from equipment not owned by HHS using remote access technology (for example, the Outlook Web access link), you must follow requirements in section 4.3.5 of this policy and security practices equivalent to those required at your primary workplace, per the guidance on the HHS Telework page.

If you use HHS VPN, you must obtain your own internet service provider.

HHS VPN automatically disconnects after a predetermined time. Maintaining an inactive connection to any technology (using Ping, StayConnect, and so on) is prohibited and may result in termination of your VPN account.

Only authorized workforce members can use remote desktop assistance to remotely access and control someone else's computer as part of their essential job functions.

4.3.5. Use Laptops, Desktops, Mobile Devices, Tablets, and Printers

Unless you have an approved exception to the Prohibited Technologies Security Policy, you must follow the requirements pertaining to your devices:

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- Do not use prohibited technology on an HHS owned or issued device.
- Do not use a personally owned device with prohibited technology on it to access HHS information resources.

For additional information, including which technologies are prohibited and how to request exceptions, see the Prohibited Technologies Security Policy.

Follow any other requirements that apply to your device, including:

- Do not use a personally owned device to record, capture, download, or store agency sensitive or confidential information directly on the device.
- Do not use a personally owned device to print or share agency sensitive or confidential information.

If you choose to use a personal device for state business, you are responsible for any associated costs and following associated policies.

Mobile Devices

Follow the Using a Mobile Device to Access HHS Data Policy to appropriately use an HHS-issued or personal mobile device to access HHS information. In addition:

- When using text messages for HHS information follow applicable requirements in HHS policies, including the:
  - State-Issued Wireless Telecommunication Equipment or Service Policy and Procedure.
  - Circular-057: HHS Privacy Program Management, Protecting Confidential Information and Responding to Privacy Incidents.
  - Data Classification Standard.
- Follow the requirements on the Cell Phone Hardware and Software page to comply with all HHS security policies, standards, and controls.

For information on how to request an HHS mobile device, see the State-Issued Wireless Telecommunication Equipment or Service Policy and Procedure.

Laptop and Desktop Computers

Follow the Computing Devices and Accessories Policy to request an HHS laptop or desktop computer.

If you use a laptop or desktop computer not owned by HHS to access HHS information resources, you must use approved software to make the remote connection (such as Microsoft 365 using your agency login and password).

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Printers

Use only HHS-owned and issued printers to print work-related documents. This includes printing from an approved telework location, such as your home.

4.3.6. Protect HHS Information

HHS information resources must be protected according to the requirements in the Data Classification Standard.

If you are aware of or suspect a security incident, a security weakness, misuse of HHS information resources, or a violation of any policy related to the security and protection of HHS information resources, you must:

- Immediately report the incident to the Help Desk.
- Follow their instructions to take the actions required for the incident to be properly prioritized and remediated.

4.3.7. Dispose of HHS-Owned Media Appropriately

You must properly dispose of (purge and destroy) digital media.

Digital media includes software, digital images and video, web pages and websites, digital data and databases, electronic documents, and digital audio such as MP3.

When using digital media, you must follow the media sanitization procedures in Information Security Controls, Media Protection (MP-01), and in the Data Classification Standard.

If you need help disposing of the media, contact the Help Desk.

Before disposing of digital media, releasing it from HHS control, or releasing it for reuse, you must sanitize it using the techniques required by the resources listed in 5.1 Federal and State Requirements.

You must dispose of physical media, such as CDs and DVDs, according to the requirements in the Data Classification Standard.

4.3.8. Maintain Physical Security and Control

Before using, disclosing, transmitting, maintaining, or creating HHS information resources (including confidential and agency sensitive information), you must obtain proper authorization and approval from your supervisor.

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When removing HHS information resources (including confidential and agency sensitive information) from HHS property, you must follow the same information security policies, standards, controls, and guidelines to protect the resource, as required when using the resource at an HHS location.

To protect HHS information resources from damage, loss, or theft, you must keep them secured and under your physical control at all times and follow the safeguards explained in this policy.

Loss or Theft

If your device is lost or stolen and HHS issued it to you, or you used it to access HHS information resources, you must follow the Reporting a Lost or Stolen Device Process to file a report with the Help Desk.

4.3.9. Protect HHS Confidential Information

You must follow the Data Classification Standard when handling, processing, or managing HHS information in electronic or print format.

Encryption

Confidential and agency sensitive information must be encrypted using an HHS-approved encryption technology, per the Data Classification Standard.

Password Protection

All HHS portable or removable media (such as tablets and flash drives) containing confidential information must be password protected and encrypted with an approved FIPS 140-2 cryptographic module.

Unauthorized Viewing

When using a computer to view sensitive or confidential information, you must position it to prevent unauthorized viewing or access.

Key Cards

Immediately upon becoming aware that a keycard is lost or stolen, report it to the appropriate facility manager.

Do not:

- Leave keys used to access confidential or sensitive information unattended.

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- Distribute, copy, loan, or share a keycard or other access mechanism, unless doing so is part of your specific job functions.

When you no longer need a keycard or other access mechanism, you must return it to the office or area that issued it.

IRS Federal Tax Information

If you suspect any of the following, file an incident report immediately (within 1 hour of discovery) with the HHS IRS coordinator:

- An unauthorized person has accessed federal tax information (FTI).
- An authorized person has disclosed FTI to an unauthorized person or accessed FTI without a need to know (that is, without a business reason).
- An authorized person has printed FTI, or downloaded, copied, or saved FTI to another location. These actions make FTI more susceptible to unauthorized access.

If the reported action is an incident, the IRS coordinator notifies HHS Privacy. Privacy investigates by taking the steps explained in Circular-057: Protecting Confidential Information and Responding to Privacy Breaches and the Privacy Incident Response Plan, notifies the appropriate contacts, and responds to the incident according to the requirements in IRS Publication 1075.

In some cases, an incident may be both a privacy and an information security incident. In such cases, the Information Security Incident Response Policy, Information Security Incident Response Process, and Information Security Incident Response Plan also apply.

Loss or Theft

If your device is lost or stolen and HHS issued it to you, or you used it to access HHS information resources, you must follow the Reporting a Lost or Stolen Device Process to file a report with the Help Desk.

When making your report, you must describe the agency sensitive or confidential information on the device.

Also report the loss or theft of agency sensitive or confidential information following the Information Security Incident Response Policy and Circular-057: Protecting Confidential Information and Responding to Privacy Breaches

Docusign Envelope ID: F8A9346B-D2A3-43CF-9CDC-21F71395F6ED

5. Revision History

Published	Effective	Change Type	Change Summary	Owner
02/25/2026	02/25/2026	Minor Revision	Reach change summary	Information Security Office
12/23/2025	12/23/2025	Major revision	Read change summary	Information Security Office
04/28/2023	04/28/2023	Revised	Read change summary	Information Security Office
02/15/2023	02/15/2023	Revised	Read change summary	Information Security Office
06/23/2022	06/23/2022	Revised	Read change summary	Information Security Office
8/13/2021	8/13/2021	Revised	Read change summary	Information Security Office
7/15/2015	7/15/2015	Issued	N/A	Information Security Office

Request Revisions

For revisions to this document, submit a request.

Certificate Of Completion

Envelope Id: F8A9346B-D2A3-43CF-9CDC-21F71395F6ED
Status: Sent
Subject: Please Sign: $20,000.00 HHS001711300011 Hays County PHIG/TWICES
Source Envelope:
Document Pages: 100
Signatures: 0
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
CMS Internal Routing Mailbox
11493 Sunset Hills Road
#100
Reston, VA 20190
CMS.InternalRouting@dshs.texas.gov
IP Address: 167.137.1.10

Record Tracking

Status: Original
4/23/2026 4:15:32 PM
Holder: CMS Internal Routing Mailbox
CMS.InternalRouting@dshs.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Judge Ruben Becerra judge.becerra@co.hays.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 4/23/2026 4:34:29 PM
Kristiana Flores Kristiana.Flores@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Michael Montgomery Michael.Montgomery1@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Patty Melchior Patty.Melchior@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Dave Gruber David.Gruber@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Genevieve Kitts genevieve.kitts@hayscountytx.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/23/2026 4:34:28 PM Viewed: 4/23/2026 6:15:39 PM
CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/23/2026 4:34:28 PM

Payment Events	Status	Timestamps

TEXAS Department of State Health Services

Contract Type: PHIG/Electronic Data Exchange (TWICES)

Excution-11/30/2026 (Year 1)

Applicant Information

Legal Name of Applicant Agency: Hays County Health Department

Mailing Address:

Street / PO Box: 712 S. Stagecoach Trail Ste 1045
City: San Marcos
Zip: 78666

Payee Name: Heays County Treasurer

Payee Mailing Address:

Street / PO Box: 712 S. Stagecoach Trail, Suite 1094
City: San Marcos, TX
Zip: 78666

State of Texas Comptroller Vendor ID # (9 digit + 3 digit mail code)**:** 17460022415002

UEI Code (This is a required field, if receiving federal funding. The Unique Entity Identification code can be located on Sam.gov): RH4DFY1GC2R3

Type of Entity (Choose one)

City:	☐	Click on appropriate box
County:	☑	
Other Political Subdivision:	☐	

Project Period

Start Date: 12/1/2025
End Date: 11/30/2027

Counties Served

County(ies) Served: Hays

Amount of Funding Allocated: $30,000.00

CONTACT PERSON INFORMATION

Legal Business Name: Hays County Health Department

This form provides information about the appropriate contacts in the contractor's organization in addition to those on the FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Contract Management Unit.

Health Director/CEO	Matthew Gonzales			Mailing Address (street, city, county, state, & zip):
Phone:	512-393-5535	Ext:		712 S. Stagecoach Trail, Ste. 1045 San Marcos, TX 78666
Fax:	512-393-5530			
E-mail:	matthew.gonzales@hayscountytx.gov			
B-13/FSR Rep:	Carmen Glover			Mailing Address (street, city, county, state, & zip):
Phone:	512-393-2857	Ext:		712 S. Stagecoach Trail, Ste 1071 San Marcos, TX 78666
Fax:				
E-mail:	carmen.glover@hayscountytx.gov			
Program Rep				Mailing Address (street, city, county, state, & zip):
Phone:		Ext:		
Fax:				
E-mail:				
Additional Contact	Joshua Briones			Mailing Address (street, city, county, state, & zip):
Phone:	512-393-5575	Ext:		101 Thermon Drive, San Marcos, Texas 78666
Fax:				
E-mail:	joshua.briones@hayscountytx.gov			
Authorized Signatory for **DocuSign**	Ruben Becerra			Mailing Address (street, city, county, state, & zip):
Phone:	512-393-2205	Ext:		111 E. San Antonio St., Ste. 300, San Marcos, TX 78666
Fax:				
E-mail:	judge.grantcontracts@hayscountytx.gov			
Additional Authorized Signatory for **DocuSign only if applicable (FFATA, Certs, etc)**				
Phone:		Ext:		
Fax:				
E-mail:				
DocuSign "CC" Person (recieves a copy only.)	Genevieve Kitts			**DocuSign "CC" Person (recieves a copy only.)**
Phone:	512-393-2209	Ext:		Phone: Ext:
Fax:				Fax:
E-mail:	genevieve.kitts@hayscountytx.gov			E-mail:
Emergency Contact	Genevieve Kitts			Mailing Address (street, city, county, state, & zip):
Cell Phone:	512-393-2209	Ext:		111 E. San Antonio St., Ste. 200, San Marcos, TX 78666
Fax:				
E-mail:	genevieve.kitts@hayscountytx.gov			

BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent: **Hays County Health Department**

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding (5)	Other Funds (6)
A. Personnel	$0	$0				
B. Fringe Benefits	$0	$0				
C. Travel	$0	$0				
D. Equipment	$0	$0				
E. Supplies	$0	$0				
F. Contractual	$0	$0				
G. Other	$7,000	$7,000				
H. Total Direct Costs	$7,000	$7,000				
I. Indirect Costs	$0	$0				
J. Total (Sum of H and I)	$7,000	$7,000				

OTHER COSTS Budget Category Detail Form

Legal Name of Respondent: **Hays County Health Department**

Description of Item Include quantity and cost/quantity	Purpose & Justification	Total Cost
CureMD	Health Admin Software $1,000/ month for 7 months	$7,000
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Other: **$7,000**

Revised: 3/25/2014

TEXAS Department of State Health Services

Contract Type: PHIG/Electronic Data Exchange (TWICES)

12/1/2026-11/30/2027 (Year 2)

Applicant Information

Legal Name of Applicant Agency: Hays County Health Department

Mailing Address:

Street / PO Box: 712 S. Stagecoach Trail Ste. 1045
City: San Marcos
Zip: 78666

Payee Name: Hays County Treasurer

Payee Mailing Address:

Street / PO Box: 712 S. Stagecoach Trail, Suite 1094
City: San Marcos
Zip: 78666

State of Texas Comptroller Vendor ID # (9 digit + 3 digit mail code)**:** 17460022415002

UEI Code (This is a required field, if receiving federal funding. The Unique Entity Identification code can be located on Sam.gov): RH4DFY1GC2R3

Type of Entity (Choose one)

Click on appropriate box

City: ☐
County: ☑
Other Political Subdivision: ☐

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Start Date: 12/1/2025
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County(ies) Served: Hays

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Fax: 512-393-5530
E-mail: matthew.gonzales@hayscountytx.gov
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B-13/FSR Rep: Carmen Glover
Phone: 512-393-2857 Ext:
Fax:
E-mail: carmen.glover@hayscountytx.gov
Mailing Address (street, city, county, state, & zip): 712 S. Stagecoach Trail, Ste 1071 San Marcos, TX 78666

Program Rep:
Phone: Ext:
Fax:
E-mail:
Mailing Address (street, city, county, state, & zip):

Additional Contact: Joshua Briones
Phone: 512-393-5575 Ext:
Fax:
E-mail: joshua.briones@hayscountytx.gov
Mailing Address (street, city, county, state, & zip): 101 Thermon Drive, San Marcos, Texas 78666

Authorized Signatory for **DocuSign**: Ruben Becerra
Phone: 512-393-2205 Ext:
Fax:
E-mail: judge.grantcontracts@hayscountytx.gov
Mailing Address (street, city, county, state, & zip): 111 E. San Antonio St., Ste. 300, San Marcos, TX 78666

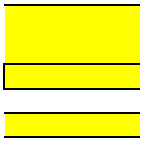
Additional Authorized Signatory for **DocuSign only if applicable (FFATA, Certs, etc)**
Phone: Ext:
Fax:
E-mail:

DocuSign "CC" Person (recieves a copy only.): Genevieve Kitts
Phone: 512-393-2209 Ext:
Fax:
E-mail: genevieve.kitts@hayscountytx.gov

DocuSign "CC" Person (recieves a copy only.):
Phone: Ext:
Fax:
E-mail:

Emergency Contact: Genevieve Kitts
Cell Phone: 512-393-2209 Ext:
Fax:
E-mail: genevieve.kitts@hayscountytx.gov
Mailing Address (street, city, county, state, & zip): 111 E. San Antonio St., Ste. 200, San Marcos, TX 78666

ng information



BUDGET SUMMARY (REQUIRED)

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B. Fringe Benefits	$0	$0				
C. Travel	$0	$0				
D. Equipment	$0	$0				
E. Supplies	$0	$0				
F. Contractual	$0	$0				
G. Other	$12,000	$12,000				
H. Total Direct Costs	$12,000	$12,000				
I. Indirect Costs	$0	$0				
J. Total (Sum of H and I)	$12,000	$12,000				

OTHER COSTS Budget Category Detail Form

Legal Name of Respondent: **Hays County Health Department**

Description of Item Include quantity and cost/quantity	Purpose & Justification	Total Cost
CureMD	Health Admin Software $1,000/ month for 12 months	$12,000
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Other: **$12,000**

Revised: 3/25/2014

AGENDA ITEM REQUEST FORM: G. 29.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: BOUTTE/GONZALES

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the acceptance of Amendment No. 3 to the Department of State Health Services, Immunization/Locals Grant Program, in the amount of $192,341.00. **INGALSBE/BOUTTE/GONZALES**

Summary:

The contract amendment authorizes the continuation for the IMM/Locals grant program year three of four. The grant award supports partial funding for Health Department positions including the TVFC/ Immunization Specialist, ImmTrac Specialist, Epidemiologist, Registered Nurse, and Admin II. Other costs include medical supplies for vaccinations. There is no match required.

Grant period: 09/01/2026-08/31/2027
Contract: HHS001331300023

Fiscal Impact:

Amount Requested: None
Line Item Number: 120-675-99-018]

Budget Office:

Source of Funds: Department of State Health Services Grant Funds
Budget Amendment Required Y/N?: No
Comments: Grant award is budgeted during the annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: Medical supply purchases must follow the purchasing policy

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: Revenues are certified during the annual budget process.
Comments:

Attachments

Contract Amendment
Budget

Docusign Envelope ID: C8122F43-CD6D-4CEC-8E31-2368C975322F

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001331300023
AMENDMENT NO. 3

The **DEPARTMENT OF STATE HEALTH SERVICES** ("DSHS" or "System Agency") and **HAYS COUNTY HEALTH DEPARTMENT** ("Grantee"), Parties to that certain Immunization/Locals Grant Program Contract, effective September 1, 2023, and denominated DSHS Contract No. HHS001331300023 (the "Contract"), as amended, now want to further amend the Contract.

WHEREAS, DSHS has chosen to exercise the third of four (4) one-year extension options available under the Contract;

WHEREAS, DSHS desires to add funds to the Contract to pay for authorized services to be provided by Grantee during the extended term, and revise the Budget accordingly; and

WHEREAS, the Parties desire to update certain Contract terms and conditions to comply with applicable law and DSHS policy.

NOW, THEREFORE, the Parties amend and modify the Contract as follows:

1. **SECTION III, DURATION,** of the Contract is amended to reflect a revised termination date of August 31, 2027.

2. **SECTION IV, STATEMENT OF WORK**, of the Contract is deleted in its entirety and replaced with the following:

   IV. STATEMENT OF WORK

   The Scope of Grant Project to which Grantee is bound is incorporated into and made a part of this Grant Agreement for all purposes and included as **ATTACHMENT A, STATEMENT OF WORK, ATTACHMENT A-1, FY 2025 STATEMENT OF WORK, ATTACHMENT A-2, FY 2026 STATEMENT OF WORK** and **ATTACHMENT A-3, FY 2027 STATEMENT OF WORK**, which are attached to this Amendment and incorporated into and made part of the Contract for all purposes.

3. **SECTION V, BUDGET AND INDIRECT COST RATE**, of the Contract is amended to increase funding in the amount of $192,341.00 for State Fiscal Year ("FY") FY2027. The total not-to-exceed amount of this Contract is increased to $769,364.00. All expenditures under the Contract shall be in accordance with **ATTACHMENT B-3, REVISED BUDGET**.

4. **SECTION V, BUDGET AND INDIRECT COST RATE**, of the Contract is deleted in its entirety and replaced with the following:

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V. BUDGET AND INDIRECT COST RATE

Grantee is not required to provide matching funds. The total not-to-exceed amount includes the following:

Increase in Federal Funds: $85,579.00	Total Federal Funds: $342,316.00
Increase in State Funds: $106,762.00	Total State Funds: $427,048.00

5. **ATTACHMENT B-2, REVISED BUDGET**, is deleted in its entirety and replaced with **ATTACHMENT B-3, REVISED BUDGET**, which is attached to this Amendment and incorporated into and made part of the Contract for all purposes.

6. **ATTACHMENT C-1, HHS CONTRACT AFFIRMATIONS V. 2.3 (AUGUST 2023)**, is deleted in its entirety and replaced with **ATTACHMENT C-2, HHS CONTRACT AFFIRMATIONS V. 2.8 (DECEMBER 2025)**, which is attached to this Amendment and incorporated into and made part of the Contract for all purposes.

7. **ATTACHMENT D-1, HHS UNIFORM TERMS AND CONDITIONS – GRANT V. 3.3 (NOVEMBER 2023)**, is deleted in its entirety and replaced with **ATTACHMENT D-2, HHS UNIFORM TERMS AND CONDITIONS – GRANT V. 3.5 (SEPTEMBER 2024)**, which is attached to this Amendment and incorporated into and made part of the Contract for all purposes.

8. **ATTACHMENT J-3, FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM,** is attached to this Amendment and incorporated into and made part of the Contract for all purposes.

9. This Amendment No. 3 shall be effective on August 31, 2026.

10. Except as modified by this Amendment No. 3, all terms and conditions of the Contract shall remain in full force and effect.

11. Any further revisions to the Contract shall be by written agreement of the Parties.

12. Each Party represents and warrants that the person executing this Amendment No. 3 on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR AMENDMENT NO. 3
DSHS CONTRACT NO. HHS001331300023

DEPARTMENT OF STATE HEALTH SERVICES	**HAYS COUNTY HEALTH DEPARTMENT**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date of Signature: _____	Date of Signature_____

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ATTACHMENT A-3
FY 2027 STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

A. Grantee shall implement and operate an immunization program for children, adolescents, and adults with special emphasis on accelerating interventions to improve the immunization coverage of children under five (5) years of age (birth to 59 months of age). Grantee shall incorporate traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization capacity, and establish uniform operating policies, as described herein.

B. Grantee shall enroll as a provider in the Texas Vaccines for Children (TVFC) and the Adult Safety Net (ASN) programs by the effective date of this Contract. This includes a signed *Deputization Addendum Form* annually.

C. Grantee shall maintain staffing levels to meet required activities of the Contract and ensure staff funded by this Contract attend required training.

D. Grantee shall report all notifiable conditions as specified in Chapter 97, Title 25 of the Texas Administrative Code, and as otherwise required by law.

E. Grantee shall report all vaccine adverse events in accordance with the 1986 National Childhood Vaccine Injury Act 42 U.S.C. § 300aa-25, located at vaers.hhs.gov or 800-822-7967.

F. Grantee shall sustain a network of TVFC and ASN providers to administer vaccines to program-eligible populations through the following activities:

1. Ensuring a New Provider Checklist is completed;
2. Conducting quality assurance reviews;
3. Ensuring an annual influenza pre-book survey is completed;
4. Conducting compliance site visits;
5. Conducting unannounced storage and handling visits; and
6. Ensuring providers adhere to the vaccine borrowing procedure.

G. Grantee shall participate in audits and assessments through the following activities:

1. Completing and submitting all audits and assessments conducted on childcare facilities and Head Start Centers through Child Health Reporting System (CHRS);
2. Completing audits, assessments, and retrospective surveys of public and private schools;
3. Reviewing monthly reports to ensure data quality;

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4. Reviewing monthly Provider Activity Reports;
5. Reviewing quarterly Consent Accepted Rate Evaluations; and
6. Conducting ImmTrac2 Support Reviews of Texas Immunization Registry organizations.

H. Grantee shall provide education and outreach activities regarding vaccines and vaccine-preventable diseases, Texas Immunization Registry, and TVFC and ASN Programs to the following:

1. American Indian Tribes;
2. Schools and childcare facilities;
3. Healthcare workers; and
4. Community and general public.

I. Grantee shall not deny vaccinations to recipients because they do not reside within Grantee's jurisdiction, inability to pay an administration fee, or because of denial to consent to Texas Immunization Registry.

J. Grantee shall identify and provide case management for infants born to hepatitis B surface antigen-positive pregnant women and pregnant women of unknown hepatitis B status through ensuring the following activities:

1. Newborn post-exposure prophylaxis with hepatitis B vaccine and hepatitis B immune globulin administered to infants within twelve (12) hours of birth;
2. Timely administration of doses two and three of hepatitis B vaccine according to Advisory Committee on Immunization Practices (ACIP) recommendations for the infant;
3. Timely completion of post-vaccination serologic testing according to Centers for Disease Control and Prevention (CDC) recommendations for the infant; and
4. Immediately documenting mother and infant information in Texas Perinatal Hepatitis B Prevention Program (PHBPP) database and completing all "In Progress" or "Not Started" tasks.

K. Grantee shall assess and audit vaccination rates and compliance with vaccine requirements at assigned schools and childcare facilities in accordance with the Population Assessment Manual, which is distributed annually by DSHS.

L. Grantee shall transfer overstocked vaccines and vaccines approaching expiration within the next ninety (90) days, short-dated, to alternate providers for immediate use when instructed by the DSHS Public Health Region Immunization Program Manager, DSHS Central Office, or designee to avoid vaccine waste.

M. Grantee shall comply with the following DSHS guides and manuals:

1. DSHS Immunization Contractor's Guide for Local Health Departments and Public Health Regions located at:

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dshs.texas.gov/immunizations/health-departments/contracts

2. TVFC and ASN Operations Manual for Responsible Entities (RE) located at: dshs.texas.gov/immunizations/health-departments/materials
3. TVFC and ASN Operations Manual for Providers located at: dshs.texas.gov/immunizations/health-departments/materials
4. Immunization Quality Improvement for Provider Manual and Resources located at: dshs.texas.gov/immunizations/health-departments/materials
5. Population Assessment Manual located at: dshs.texas.gov/immunizations/health-departments/materials
6. Texas Perinatal Hepatitis B Prevention Program Manual located at: dshs.texas.gov/immunizations/health-departments/materials

N. Grantee shall request written approval from DSHS before varying from applicable policies, procedures, protocols, or work plans outlined above. Grantee shall then update and disseminate implementation documentation to staff involved in activities under this Contract within forty-eight (48) hours of making approved changes.

O. Grantee shall review monthly Contract funding expenditures and salary savings from any Contract-paid staff vacancies. Grantee shall then revise spending plan(s) and submit timely budget revision(s) to ensure that all funds under this Contract will be expended in alignment with approved budgets before the end of the Contract term.

P. The DSHS-approved budget may be revised by Grantee in accordance with the following requirements.

1. For any transfer between budget categories, Grantee shall submit a revised Categorical Budget using the Budget Template to the DSHS Contract Representative, highlighting the areas affected by the budget transfer and written justification for the transfer request. After DSHS review, the designated DSHS Contract Representative will provide notification of acceptance, rejection, or the need for a Contract Amendment to the Grantee by email.
2. For transfer of funds between direct budget categories, other than the 'Equipment' and 'Indirect Cost' categories, for less than or equal to a cumulative twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to the DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If a budget revision for less than or equal to the cumulative twenty-five (25) percent is approved for transfer of funds between direct budget categories, the DSHS Contract Representative will provide notification of acceptance to Grantee by email, upon receipt of which, the funds can be utilized by the Grantee.
3. For transfer of funds between direct budget categories, other than the 'Equipment' and 'Indirect Cost' categories, that cumulatively exceeds twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to the DSHS Contract

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Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized until an amendment is executed by the Parties.

4. Any transfer between budget categories that includes 'Equipment' and/or 'Indirect Cost' categories must be approved by amendment to the Contract. Grantee shall submit timely written notification to the DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized until an amendment is executed by the Parties.

Q. Grantee shall not use funds allocated under this Contract to purchase buildings or real property without prior written approval from DSHS. Also, any costs related to the acquisition of buildings or real property are not allowable without DSHS written pre-approval.

R. At the expiration or termination of this Contract for any reason, title to any remaining equipment and supplies purchased with funds under this Contract will revert to DSHS. Title may be transferred to another party as designated in writing by DSHS. DSHS may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee. For any real property, Grantee shall dispose of the property in accordance with written instructions provided by DSHS.

II. REPORTING REQUIREMENTS

A. Grantee shall report the number of doses administered to underinsured children monthly, as directed by DSHS.

B. Grantee shall report the number of unduplicated underinsured clients served, as directed by DSHS.

C. Grantee shall complete and submit the Immunization Interlocal Agreement Quarterly Report by the report due date, utilizing the format provided by DSHS and available at dshs.texas.gov/immunizations/health-departments/contracts. If the due date falls on a weekend or state approved holiday, the report is due the next business day.

Report Type	Reporting Period	Report Due Date
Programmatic	09/01/2026 to 11/30/2026	12/31/2026
Programmatic	12/01/2026 to 02/28/2027	03/31/2027
Programmatic	03/01/2027 to 05/31/2027	06/30/2027
Programmatic	06/01/2027 to 08/31/2027	09/30/2027

D. Grantee shall submit quarterly reports electronically utilizing the format provided by DSHS according to the timeframes stated above. Supplemental report documents must be sent to dshsimmunizationcontracts@dshs.texas.gov. If there are any changes

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to the reporting process, DSHS will provide updated instructions by either email or phone call.

E. Grantee shall submit the Financial Status Report (FSR-269A) biannually as outlined below. Grantee shall email the FSR-269A to the following email address: FSRgrants@dshs.texas.gov.

Period Covered	Due Dates
September 1, 2026 – February 28, 2027	March 31, 2027
March 1, 2027 – August 31, 2027	September 30, 2027

F. Grantee shall maintain an inventory of equipment, supplies, and real property. Grantee shall submit an annual cumulative report on DSHS Grantee's Property Inventory Report to the DSHS Contract Representative and FSOequip@dshs.texas.gov by email not later than October 15th of each year.

1. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500.00 or more, but less than $10,000.00: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets do not include a capitalized asset, real property, an improvement to real property, or infrastructure. Controlled Assets are considered Supplies.
2. Equipment includes items with an acquisition cost of $10,000.00 or more.

G. Grantee shall submit out-of-state travel requests to the DSHS Contract Management Section (CMS) for approval when utilizing Contract funds or program income.

III. PERFORMANCE MEASURES

DSHS will monitor the Grantee's performance of the requirements in this **ATTACHMENT A-3, STATEMENT OF WORK**, and compliance with the Contract's terms and conditions.

IV. INVOICE AND PAYMENT

Grantee shall request monthly payments by the 30th day following the service month using the State of Texas Purchase Voucher (Form B-13) located at http://www.dshs.texas.gov/grants/forms.shtm. DSHS will issue reimbursement payments to Grantees on a monthly basis for reported actual cash disbursements which are supported by adequate documentation. Invoices must be submitted monthly to prevent delays in subsequent months. Grantees that do not incur expenses within a month are required to submit a "zero dollar" invoice on a monthly basis. Grantee must submit a final close-out invoice and final financial status report no later than thirty (30) days following the end of the Contract term. Invoices received more than thirty (30) days after the end of the Contract term are subject to denial of payment. Grantee shall electronically submit all invoices with supporting documentation to: invoices@dshs.texas.gov and CMSinvoices@dshs.texas.gov

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with a copy to the assigned DSHS Contract Representative identified in the Signature Document.

At a minimum, the voucher must include:

1. Grantee's name, address, email address, vendor identification number, and telephone number;
2. DSHS Contract or Purchase Order number;
3. Dates services were completed and/or products were delivered;
4. The total invoice amount; and
5. Any additional supporting documentation which is required by the Statement of Work or as requested by DSHS.

DSHS will pay Grantee monthly on a cost reimbursement basis and in accordance with **ATTACHMENT B-3, REVISED BUDGET**, of this Contract. DSHS will reimburse Grantee only for allowable and reported expenses incurred within the Grant term.

Failure to submit required information may result in delay of payment or return of invoice. Billing invoices must be legible. Illegible or incomplete invoices which cannot be verified will be disallowed for payment.

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ATTACHMENT B-3

REVISED BUDGET

Budget Categories	**Budget for FY 2024** September 1, 2023 - August 31, 2024	**Budget for FY 2025** September 1, 2024- August 31, 2025	**Budget for FY 2026** September 1,2025 - August 31, 2026	**Budget for FY 2027** September 1,2026 - August 31, 2027	**Category Totals**
Personnel	$134,654.00	$134,654.00	$134,859.00	$134,990.00	**$539,157.00**
Fringe	$56,097.00	$56,097.00	$56,974.00	$56,817.00	**$225,985.00**
Travel	$0.00	$0.00	$0.00	$0.00	**$0.00**
Equipment	$0.00	$0.00	$0.00	$0.00	**$0.00**
Supplies	$1,590.00	$1,590.00	$508.00	$534.00	**$4,222.00**
Contractual	$0.00	$0.00	$0.00	$0.00	**$0.00**
Other	$0.00	$0.00	$0.00	$0.00	**$0.00**
Total Direct	$192,341.00	$192,341.00	$192,341.00	$192,341.00	**$769,364.00**
Indirect	$0.00	$0.00	$0.00	$0.00	**$0.00**
Total	**$192,341.00**	**$192,341.00**	**$192,341.00**	**$192,341.00**	**$769,364.00**

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HEALTH AND HUMAN SERVICES
Contract Number HHS001331300021

Attachment C-2 CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

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5. Assignment

A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not 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 in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

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and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM*) maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

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18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2063.104 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2063.104.

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26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

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All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
  Attn: Fraud Hotline
  MC 1300
  P.O. Box 85200
  Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

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31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings**.**

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

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36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

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

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(a)(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2273 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot (1) contract with (a) an abortion provider or an affiliate of an abortion provider; or (b) an abortion assistance entity for the purpose of providing an abortion or abortion assistance;

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or (2) contract or appropriate or spend money to provide any person logistical support for the express purpose of assisting a woman with procuring an abortion or the services of an abortion provider. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 2273 of the Texas Government Code and certifies that the contract is not a taxpayer resource transaction, appropriation, or expenditure of money prohibited by Chapter 2273 of the Texas Government Code.

39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter Y, of the Texas Health and Safety Code.

40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. Entities that Boycott Energy Companies

Pursuant to Section 2276.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this

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provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

44. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

45. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

Pursuant to Texas Government Code, Section 2063.408, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2275.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2275.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of

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China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103 or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

51. Hardening of State Government

Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Contractor certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:

a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or

b. Listed in Section 1260H of the 2021 NDAA; or

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c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or

d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

52. Artificial Intelligence Disclosure.

Contractor certifies that it has disclosed in writing to System Agency each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the Contract. "Artificial intelligence system" means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. Contractor promises not to use an artificial intelligence system to perform the Contract without the prior written consent of System Agency.

53. Surveillance, Intimidation, and Related Acts.

Contractor certifies that it (and its subcontractors) have not, and if awarded a contract, will not, either directly or indirectly through a third party, engage in surveillance targeting or engage in an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against:

(1) a member of the state legislature or person employed to support the state legislature in any capacity;

(2) a family member of a person described by (1);

(3) a state agency employee; or

(4) an individual making a complaint or raising concerns regarding state agency operations or contracting.

Contractor certifies that it and its subcontractors have not, and if awarded a contract will not, either directly or indirectly through a third party, use private or confidential information to manipulate or influence a state contracting decision or proceeding. Contractor acknowledges that it, its executives and directors, and other associated entities and individuals could be terminated, barred from state contracts, and penalized up to $2 million for a violation of Government Code, Section 2261.302.

54. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

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55. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

56. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

57. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

58. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

59. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

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Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor
Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')
Texas County(s) for Assumed Business Name (d/b/a or 'doing business as') **Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.**

Signature of Authorized Representative	**Date Signed**
Printed Name of Authorized Representative **First, Middle Name or Initial, and Last Name**	**Title of Authorized Representative**
Physical Street Address	**City, State, Zip Code**
Mailing Address, if different	**City, State, Zip Code**
Phone Number	**Fax Number**
Email Address	**DUNS Number**
Federal Employer Identification Number	**Texas Identification Number (TIN)**
Texas Franchise Tax Number	**Texas Secretary of State Filing Number**
SAM.gov Unique Entity Identifier (UEI)	

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Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.5

Published and Effective – September 2024

Responsible Office: Chief Counsel

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ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules; the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

"Contract" or "Grant Agreement" means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

"Deliverables" means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

"DSHS" means the Department of State Health Services.

"Effective Date" means the date on which the Grant Agreement takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Grant Agreement. May also be referred to as "subrecipient" or "contractor" in this document.

"HHSC" means the Texas Health and Human Services Commission.

"Health and Human Services" or "HHS" includes HHSC and DSHS.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
iv. domain name registrations; and
v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Project" means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

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"Signature Document" means the document executed by all Parties for this Grant Agreement.

"Solicitation," "Funding Announcement" or "Request for Applications (RFA)" means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means the Texas Comptroller of Public Accounts' website relative to travel reimbursements under this Contract, if any.

"Statement of Work" means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

"System Agency" means HHSC or DSHS, as applicable.

"Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

"Texas Grant Management Standards" or "TxGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 INTERPRETIVE PROVISIONS

A. The meanings of defined terms include the singular and plural forms.
B. The words "hereof," "herein," "hereunder," and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

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D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
I. Time is of the essence in this Grant Agreement.
J. Prior to execution of the Grant Agreement, Grantee must notify System Agency's designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee's execution of the Grant Agreement, Grantee:
    i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
    ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/

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2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 USE OF FUNDS

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 NONSUPPLANTING

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

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ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.

B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the

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criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.

C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement.

ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee may be subject to sanctions and remedies for non-compliance.

iii. If Grantee, within Grantee's fiscal year, expends federal funds awarded of at least $750,000 for audit periods beginning before October 1, 2024 (beginning on or after October 1, 2024, at least $1,000,000), Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.

iv. If Grantee, within Grantee's fiscal year, expends at least $750,000 in state funds awarded or other amount specified in the TxGMS, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.

v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.

vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

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4.3 Submission of Audits and Financial Statements

A. Audits.
Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:
i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.
Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:
i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. Warranty, Affirmations, Assurances and Certifications

5.1 Warranty

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

i. Repair or replace all defective or damaged work;
ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 General Affirmations

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 Federal Assurances

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 Federal Certifications

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

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5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.
B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

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C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.

B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.

C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.

B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.

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C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.,* laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
    i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
    ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

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7.3 Property Rights upon Termination or Expiration of Contract

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 Equipment and Property

All equipment and property acquired by Grantee, with funds awarded under this Grant Agreement, are subject to all applicable laws and governing authority including, but not limited to, applicable provisions of 2 CFR 200 and TxGMS. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. Record Retention, Audit, And Confidentiality

8.1 Record Maintenance and Retention

A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.

B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

8.2 Agency's Right to Audit

A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.

B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency

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providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.
D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.
E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 Response/Compliance with Audit or Inspection Findings

A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.
C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

8.4 State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, 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, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

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8.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
   i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
   ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
   iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
   iv. suspending all or part of the Grant Agreement;
   v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
   vi. recouping payments made by the System Agency to the Grantee found to be in error;
   vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
   viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
   ix. withholding release of new grant agreements; and
   x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.

B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.

C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

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9.3 TERMINATION FOR CAUSE

A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.

B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

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C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.

B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

C. FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT AGREEMENT.

10.2 INTELLECTUAL PROPERTY

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;
ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR
iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.

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10.3 Additional Indemnity Provisions

A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.

B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.

C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.

ARTICLE XI. General Provisions

11.1 Amendments

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 No Quantity Guarantees

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 Child Abuse Reporting Requirements

A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.

B. Grantee shall use the Texas Abuse Hotline Website located at https://www.txabusehotline.org/Login/Default.aspx as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

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i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
iii. Applying to all employees and visitors in this designated area; and
iv. Providing for or referring its employees to tobacco use cessation services.

B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 LIMITATION ON AUTHORITY

A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
i. Make public policy on behalf of the System Agency;
ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or

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the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit

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arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 FUNDING DISCLAIMERS AND LABELING

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

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B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 ENTIRE CONTRACT AND MODIFICATION

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

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11.22 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 CIVIL RIGHTS

A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
   vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters
E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

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F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.

G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail CodeW206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.25 Enterprise Information Management Standards

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 Disclosure of Litigation

A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Grantee's financial condition.

B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 No Third Party Beneficiaries

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 Binding Effect

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

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Fiscal Federal Funding Accountability and Transparency Act (FFATA)

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why*.**

Legal Name of Contractor:	**FFATA Contact: (Name, Email and Phone Number):**
Primary Address of Contractor:	**Zip Code: 9-digits required www.usps.com**
Unique Entity ID (UEI): This number replaces the DUNS www.sam.gov	**State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits:**

Printed Name of Authorized Representative:	**Signature of Authorized Representative**
Title of Authorized Representative	**Date Signed**

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Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? Yes ☐ No ☐

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification. If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes ☐ No ☐

B. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes ☐ No ☐

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes ☐ No ☐

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

Certificate Of Completion

Envelope Id: C8122F43-CD6D-4CEC-8E31-2368C975322F
Status: Sent
Subject: Please DocuSign: HHS001331300023 Hays County IMMLocals A-3
Source Envelope:
Document Pages: 53
Signatures: 0
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
CMS Internal Routing Mailbox
11493 Sunset Hills Road
#100
Reston, VA 20190
CMS.InternalRouting@dshs.texas.gov
IP Address: 167.137.1.12

Record Tracking

Status: Original
4/29/2026 2:49:14 PM
Holder: CMS Internal Routing Mailbox
CMS.InternalRouting@dshs.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Ruben Becerra judge.grantcontracts@hayscountytx.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 4/29/2026 3:11:41 PM
Susana Garcia susana.garcia@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Patty Melchior patty.melchior@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Monica Gamez monica.gamez@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Forrest Lunday forrest.lunday@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/29/2026 3:11:40 PM
Genevieve Kitts genevieve.kitts@hayscountytx.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/29/2026 3:11:41 PM Viewed: 4/29/2026 3:16:31 PM
CMS Inbox Cmsimmcontracts@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/29/2026 3:11:41 PM

Payment Events	Status	Timestamps

TEXAS Department of State Health Services

FY25 IMM Locals

IMM/Locals

Applicant Information

Legal Name of Applicant Agency:	Hays County Health Department
Mailing Address:	
Street / PO Box:	101 Thermon Drive
City:	San Marcos
Zip:	78666
Payee Name:	Hays County Treasurer
Payee Mailing Address:	
Street / PO Box:	712 S. Stagecoach Trail, Suite 1094
City:	San Marcos
Zip:	78666
State of Texas Comptroller Vendor ID # (11 digit + 3 digit mail code):	17460022145 029
DUNS # (9 digits required for subrecipient contractors):	09-7494884
Fiscal Year-End Date (MM/DD)	09/30

Type of Entity (Choose one)

City:	☐ Click on appropriate box
County:	☑
Other Political Subdivision:	☐
	☐

Contract Term:

Start Date:	9/1/2024
End Date:	8/31/2025

State-wide or Counties Served

State-wide or County(ies) Served: Hays County

Amount of Funding Allocated: $192,341.00

CONTACT PERSON INFORMATION

Legal Business Name: Hays County Health Department

This form provides information about the appropriate contacts in the contractor's organization in addition to those on the FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Contract Management Unit.

Health Director/CEO: Matthew Gonzales
Phone: 512-393-2205 Ext:
Fax:
E-mail: matthew.gonzales@hayscountytx.gov

Mailing Address (street, city, county, state, & zip):
101 Thermon Drive, San Marcos, TX 78666

B-13/FSR Rep: Natalie Williams
Phone: 737 289 4063 Ext:
Fax:
E-mail: natalie.williams@hayscountytx.gov

Mailing Address (street, city, county, state, & zip):
712 S. Stagecoach Trail Suite 1071, San Marcos, TX 78666

IMM/LOCALS Program Leader: Josh Briones
Phone: 512-393-5575 Ext:
Fax:
E-mail: joshua.briones@hayscountytx.gov

Mailing Address (street, city, county, state, & zip):
101 Thermon Drive, San Marcos, TX 78666

IMM/LOCALS Coordinator: Julissa Rivera
Phone: 512-393-5540 Ext:
Fax:
E-mail: julissa.rivera@hayscountytx.gov

Mailing Address (street, city, county, state, & zip):
101 Thermon Drive, San Marcos, TX 78666

Authorized Signatory for **DocuSign** Ruben Becerra
Phone: 512-393-2205 Ext:
Fax:
E-mail: judge.grantcontracts@hayscountytx.gov

Mailing Address (street, city, county, state, & zip):
111 E. San Antonio St., Ste. 300, San Marcos, TX 78666

Additional Authorized Signatory for **DocuSign only if applicable (FFATA, Certs, etc)**
Phone: Ext:
Fax:
E-mail:

DocuSign "CC" Person Genevieve Kitts
Phone: 512 393-2209 Ext:
Fax:
E-mail: genevieve.kitts@hayscountytx.gov

Emergency Contact: Matthew Gonzales
Cell Phone: 512-878-6673 Ext:
Fax:
E-mail: matthew.gonzales@hayscountytx.gov

Mailing Address (street, city, county, state, & zip):
101 Thermon Drive, San Marcos, TX 78666

FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent: **Hays County Health Department**

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
A. Personnel	$134,990	$134,990	$0	$0	$0	$0
B. Fringe Benefits	$56,817	$56,817	$0	$0	$0	$0
C. Travel	$0	$0	$0	$0	$0	$0
D. Equipment	$0	$0	$0	$0	$0	$0
E. Supplies	$534	$534	$0	$0	$0	$0
F. Contractual	$0	$0	$0	$0	$0	$0
G. Other	$0	$0	$0	$0	$0	$0
H. Total Direct Costs	$192,341	$192,341	$0	$0	$0	$0
I. Indirect Costs	$0	$0	$0	$0	$0	$0
J. Total (Sum of H and I)	$192,341	$192,341	$0	$0	$0	$0
K. Program Income - Projected Earnings	$0	$0				

NOTE: The "Total Budget" amount for each Budget Category will have to be allocated (entered) manually among the funding sources. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Catetory	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	**Personnel**	**$134,990**	**$134,990**	**Fringe Benefits**	**$56,817**	**$56,817**
	Travel	**$0**	**$0**	**Equipment**	**$0**	**$0**
	Supplies	**$534**	**$534**	**Contractual**	**$0**	**$0**
	Other	**$0**	**$0**	**Indirect Costs**	**$0**	**$0**

TOTAL FOR:	**Distribution Totals**	**$192,341**	**Budget Total**	**$192,341**

*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. *DO NOT* include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.

FORM I-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent: Hays County Health Department

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Amelia Flores - TVFC/Immunization Specialist = E	N	Vaccine Management VFC OPS, Provider Quality Assurance VFC AFIX, Education, Information, Training & Collaborations, Service Delivery	0.49	NA	$4,662.76	12	$27,417
Josie Gonzales - ImmTrac Specialist = E	N	Identification, outreach, education, data entry, and follow-up for ImmTrac data. Resolves questionable matches in ImmTrac. Promote data registry and completeness.	0.5	NA	$4,273.10	12	$25,639
Madison McLarry - Epidemiologist = E	N	Perinatal Hepatitis B Prevention, Epidemiology and Surveillance	0.41	NA	$4,697.75	12	$23,113
Laura LaCoss - Registered Nurse	N	Vaccination Nurse	0.49	RN	$6,889.02	12	$40,507
Janeth Velazquez - Admin II = P	N	Admin position to focus on vacination program	0.48	NA	$3,179.58	12	$18,314
							$0
							$0
							$0
							$0
				TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS			$0
					SalaryWage Total		$134,990

FRINGE BENEFITS — **Itemize the elements of fringe benefits in the space below:**

FICA = $134990 x .062 = $8369
MEDICARE = $134990 x .0145 = $1957
RETIREMENT = $134990 x .1272 = $17171
MEDICAL, DENTAL & LIFE INSURANCE = $11,800.56 x 2.37 FTE = $29319

Fringe Benefit Rate %	42.09%
Fringe Benefits Total	$56,817

Revised: 7/6/2009

FORM I-4: SUPPLIES Including CONTROLLED ASSETS Budget Category Detail Form

Legal Name of Respondent: Hays County Health Department

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) See attached example for definition of supplies and detailed instructions to complete this form.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	**Purpose & Justification**	**Total Cost**
Medical Supplies - Needles, syringes, gloves, alcohol wipes, band-aids, cotton balls, etc.	General medical supplies to run the immunization program: Needles 2 boxes of 100 $27 per box ($54). Syringes 2 boxes of 100 $34 per box ($68). Gloves 10 boxes of 100 $13 per box ($130). Band-aids 10 boxes of 100 $13 per box ($130). Cotton balls 19 bags of 500 $8 per bag ($152).	$534
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Supplies: **$534**

Revised: 7/6/2009

AGENDA ITEM REQUEST FORM: G. 30.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Gonzales

Sponsor: Commissioner Hammer

Agenda Item:

Authorize the execution of a Service Contract between Hays County and Hill Country Rescue and Recovery in the amount of $5,000.00 for Pet Chip Scanning Services across Hays County and authorize a waiver to the purchasing policy for obtaining three quotes. **HAMMER/GONZALES**

Summary:

The Hays County Health Department would like to execute a contract in the amount of $5,000.00 with Hill Country Rescue and Recovery for Pet Chip Scanning Services across Hays County. Hill Country Rescue and Recovery will establish and maintain pet stations across Hays County. The organization is partnering with local government entities and non-profits to place stations in public spaces for residents to scan animals for microchips to promote return to owner activities. Outsourcing this activity would be productive and efficient for the Animal Welfare Services Division.

Fiscal Impact:

Amount Requested: $5,000.00
Line Item Number: 120-675-24.5448

Budget Office:

Source of Funds: Health Services Fund
Budget Amendment Required Y/N?: No
Comments: County will incur the expense after contractor provides the services and may need to be budgeted and expensed in FY27.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No
Comments: authorize a waiver to the purchasing policy for obtaining three quotes

Auditor's Office:

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

Attachments

Service Contract - Hill Country Rescue & Recovery

CONTRACT BETWEEN HAYS COUNTY AND HILL COUNTRY RESCUE AND RECOVERY

STATE OF TEXAS §
§
COUNTY OF HAYS §

SECTION I. PARTIES TO THE CONTRACT

This contract is made and entered into by and between Hays County ("County") and Hill Country Rescue and Recovery ("Contractor"). The parties hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations set forth below. Failure to comply with any term(s) of this contract can result in withholding of quarterly payments until the item(s) of non-compliance is/are resolved and/or termination of this Contract.

SECTION II. CONTRACTOR PERFORMANCE

The Contractor shall establish and maintain pet microchip scanning stations across Hays County for use by the public. The Contractor shall:

(a) Establish at least one microchip scanning station per county precinct at locations approved by the Hays County Health Department Director or his/her designee.
(b) Maintain and repair all microchip scanning stations established by the Contractor.
(c) Maintain a list of all microchip scanning stations procured and maintained by the Contractor for use and outward communication by the County.

SECTION III. CONTRACT PERIOD

The period for performance of this contract shall commence June 1, 2026, and shall terminate September 30, 2027.

SECTION IV. COUNTY OBLIGATION

Notwithstanding any other provision of this contract, the total amount paid by the County to the Contractor under this contract shall not exceed the sum of **$5,000.00**. The County's financial obligation shall be paid in milestone installments, set forth in Exhibit "A".

SECTION V. COUNTY MONITORING

The Contractor shall permit County to inspect and shall make available to the County for inspection any or all pertinent records, files, information or other written material maintained by Contractor or any person or other entity with whom any portion of the performance hereunder has been subcontracted. The Contractor shall permit County free access to all premises under its control or under the control of any person or entity with whom any portion of the performance hereunder has been subcontracted.

SECTION VI. POLITICAL ACTIVITY

None of the performance rendered hereunder shall involve, and no portion of the funds received by the Contractor hereunder shall be used for, any partisan political activity (including, but not limited to, an activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat or final content of legislation.

SECTION VII. CONFLICT OF INTEREST

No official or employee of the County and no employee of the Contractor, and no member of the Contractor's governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his or her personal pecuniary interest.

SECTION VIII. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, ordinances, codes and regulations of the state, local and federal governments.

SECTION IX. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the County is contracting with the Contractor as an Independent Contractor and that the Contractor as such, agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by the Contractor under this contract.

SECTION X. ORAL AND WRITTEN AGREEMENTS

All oral or written agreements, relating to the subject matter of this contract and which were made prior to the date of commencement specified in Section III, between the Contractor and the County have been reduced to writing and are contained herein.

SECTION XI. AMENDMENTS

Any alterations, additions, or deletions to the terms of this contract shall be by amendment hereto in writing and executed by both parties hereto except as may be expressly provided for in some other manner by the terms of this contract.

SECTION XII. LEGAL AUTHORITY

A. The Contractor assures and guarantees that it possesses the legal authority to enter into this contract and to perform the services Contractor has obligated itself to perform under this contract.

B. The person or persons signing this contract on behalf of the Contractor warrant and guarantee to having been duly authorized by the Contractor to execute with contract on

behalf of the Contractor to validly and legally bind Contractor to all terms, performances and provisions herein set forth.

C. The County shall have the right, at its option, to either temporarily suspend or permanently terminate this contract if there is any dispute as to the legal authority of either the Contractor or the person signing this contract to enter into this contract. Contractor is liable to County for money it has received from the County for performance of the provisions of this contract, if the County has suspended or terminated this contract.

SECTION XIII. AUDIT

At its sole discretion, the County may arrange for an audit of all funds received by Contractor under this contract by the County audit staff or an independent certified public accountant.

SECTION XIV. GEOGRAPHIC AND CLIENT COVERAGE

The Contractor shall provide services under this contract only within the geographic boundaries of Hays County.

SECTION XV. EARLY TERMINATION

A. Either of the parties hereto shall have the right, in such party's sole discretion and at such party's sole option, to terminate this contract by notifying the other party in writing of such termination at least thirty days prior to the effective date of such termination. Should neither party exercise their right to terminate, this contract shall terminate in accordance with the provision of Section III.

B. Upon termination or receipt of notice to terminate, whichever occurs first, the Contractor shall cancel, withdraw or otherwise terminate any outstanding orders or subcontracts which relate to the performance of this contract and shall otherwise cease to incur costs hereunder.

C. In no event shall the County be liable to the Contractor or the Contractor's creditors for expenses incurred after termination date.

D. In the event that the Contractor has not exhausted the amount of money allocated to it in Section IV at the date of termination, the Contractor shall return to the County within thirty (30) days and in the manner prescribed by the County all unexpended and uncommitted funds.

EFFECTIVE THIS _____ OF _____, 20__.

_____

Contractor Signature

_____

Type or print name

Approved and accepted on behalf of the County of Hays:

_____

Ruben Becerra
Hays County Judge

Exhibit A
"Milestone Installment Schedule"

Milestone	**Payment Fee**
Provision of Chip Scanners (Minimum of 4 – 1 per Precinct)	$3,500.00
Installment of Chip Scanning Stations (Minimum of 4 – 1 per Precinct)	$1,000.00
Delivery of Approved Chip Scanning Station Location List	$500.00

AGENDA ITEM REQUEST FORM: G. 31.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: BROWN

Sponsor: Judge Becerra

Agenda Item:

Authorize the execution of a Second Amendment to the Contract for Mental Health Services between Hays County and Axis of Mental Healthcare, PLLC and a First Amendment to the Memorandum of Understanding between Hays County and Axis of Mental Healthcare, PLLC related to the Hays County Assisted Outpatient Treatment (AOT) Program, effective March 1, 2026. **BECERRA/BROWN**

Summary:

The County Court at Law Mental Health Specialty Court Program, and the Assisted Outpatient Treatment Program are requesting amendments to the Axis of Mental Healthcare, PLLC contract and MOU to add verbiage regarding payment for medications.

Fiscal Impact:

Amount Requested: TBD
Line Item Number: 001-612-22.5448
001-612-99-219.5448

Budget Office:

Source of Funds: SAMHSA Grant Fund
Budget Amendment Required Y/N?: No
Comments: Funds budgeted in FY26 annual process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Government Code, Chapter 2254

Auditor's Office:

G/L Account Validated Y/N?: Yes, Contract Service Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Second Amendment - Axis
First Amendment - Axis AOT MOU

SECOND AMENDMENT TO THE CONTRACT
BETWEEN HAYS COUNTY AND AXIS OF MENTAL HEALTHCARE, PLLC

1. This Second Amendment to the Contract for Mental Health Services originally executed on or about September 30, 2025 and first amended on or about February 3, 2026 ("Second Amendment") is made the 12th day of May 2026, effective on the 1st day of March, 2026, by and between **HAYS COUNTY,** a political subdivision of the State of Texas (herein referred to as "County"), and **AXIS OF MENTAL HEALTHCARE, PLLC** (herein referred to as "Contractor"). The above cited parties are collectively referred to as "the parties to this Contract" or "the parties."

2. Under CONDITIONS PERTAINING TO MENTAL HEALTH SERVICES, add Section 15 as follows:

    14. Payment for Mental Health Court Participant Medications
        - Mental Health Court Staff will complete a financial assessment with the court participant to assess if they have insurance and the ability to pay for medication expenses.
        - If the court participant has insurance accepted by Axis of Mental Healthcare, PLLC the court participant will be required to use that insurance to cover the cost.
        - The County will provide the financial support to cover the copay or full cost of treatment (whichever is applicable) that the court participant needs to comply with the requirements of the court, if one of the following is applicable:
            - a. does not have insurance
            - b. has insurance but cannot pay the copay
            - c. does not have the ability to pay out of pocket for treatment or services
            - d. is not eligible for any Medicaid Health Plan Options
        - If the MHC Participant has insurance but is unable to pay the copay, Hays County will pay the lessor of the Case Rate or Fee for Service Cost, per Exhibit A.
        - The County shall provide payment directly to 38th Street Pharmacy for medications in which Axis to Mental Healthcare, PLLC's psychiatrist prescribes and sends to such pharmacy for Hays County Mental Health Court participants.

3. Except for the above modifications set forth in this Second Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

HAYS COUNTY, TEXAS

By: _____

Printed Name: Ruben Becerra

Title: Hays County Judge

Dated: _____

AXIS OF MENTAL HEALTHCARE By:

_____

Printed Name: _____

Title: _____

Dated: _____

ATTEST:

_____
Elaine H. Cardenas, MBA PhD
Hays County Clerk

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN HAYS COUNTY AND AXIS OF MENTAL HEALTHCARE, PLLC

1. This First Amendment to the Memorandum of Understanding ("MOU") for the Hays County Assisted Outpatient Treatment Program originally executed on or about September 30, 2025 ("First Amendment") is made the 12th day of May 2026, effective on the 1st day of March, 2026, by and between **HAYS COUNTY,** a political subdivision of the State of Texas (herein referred to as "County"), and **AXIS OF MENTAL HEALTHCARE, PLLC** (herein referred to as "Contractor"). The above cited parties are collectively referred to as "the parties to this Contract" or "the parties."

2. Under Section II. RESPONSIBILITIES OF THE PARTIES, add subsection D under County Responsibilities as follows:

   D. Payment for Participant Medications
   - Mental Health Court Staff will complete a financial assessment with the participant to assess if they have insurance and the ability to pay for medication expenses.
   - If the participant has insurance accepted by Axis of Mental Healthcare, PLLC the participant will be required to use that insurance to cover the cost.
   - The County will provide the financial support to cover the copay or full cost of treatment (whichever is applicable) that the participant needs to comply with the requirements of the program, if one of the following is applicable:
     - a. does not have insurance
     - b. has insurance but cannot pay the copay
     - c. does not have the ability to pay out of pocket for treatment or services
     - d. is not eligible for any Medicaid Health Plan Options
   - If the participant has insurance but is unable to pay the copay, Hays County will pay the lessor of the Case Rate or Fee for Service Cost, per Exhibit A.
   - The County shall provide payment directly to 38th Street Pharmacy for medications in which Axis to Mental Healthcare, PLLC's psychiatrist prescribes and sends to such pharmacy for program participants.

3. Except for the above modifications set forth in this First Amendment, all other terms and conditions of the MOU shall remain unaffected and shall continue in full force and effect in accordance with its terms.

HAYS COUNTY, TEXAS

By: _____

Printed Name: Ruben Becerra

Title: Hays County Judge

Dated: _____

AXIS OF MENTAL HEALTHCARE

By:

_____

Printed Name: _____

Title: _____

Dated: _____

ATTEST:

_____

Elaine H. Cardenas, MBA PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM: G. 32.

Hays County Commissioners Court

Date: 05/12/2026

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Authorize the execution of a General and No Litigation Certificate of Hays County related to the issuance of bonds by Capital Area Housing Finance Corporation for Redwood Apartments in Hays County, San Marcos, Texas. **INGALSBE**

Summary

The General Certificate must be submitted by Capital Area Housing Finance Corporation (CAHF Corp.) to the Texas Attorney General. It represents a simple statement from the County Judge regarding the "good standing" and status of CAHF Corp. It does not "authorize" the issuance of the bonds, nor does it implicate Hays County as a participant in the issuance of these bonds.

Attachments

Letter - CAHFC
General & No Litigation Certificate - Redwood Apartments

CAHFC
CAPITAL AREA
HOUSING FINANCE CORPORATION

April 21, 2026

Janice L. Jones
Hays County Criminal District Attorney's
Office – Civil Division
Hays County Courthouse
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Re: Capital Area Housing Finance Corporation
Tax-Exempt Obligations
(Redwood Apartments)

Dear Ms. Jones:

The Capital Area Housing Finance Corporation (the *"Corporation"*) will issue its tax-exempt obligations in an aggregate principal amount not to exceed $49,000,000 (the *"Bonds"*) in order to provide for the conversion from the construction phase of financing to the permanent phase of financing for the Redwood Apartments development (the *"Development"*), by way of refunding a portion of $42,410,000 in aggregate principal amount of the Corporation's Multifamily Housing Revenue Bonds (Redwood Apartments), Series 2020 and of $6,590,000 in aggregate principal amount of the Corporation's Multifamily Housing Revenue Bonds (Redwood Apartments), Series 2024, which were issued to finance the cost of the acquisition, construction and equipping of the Development, which is a residential development that provides decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The Development is located in the City of San Marcos, a political subdivision of the Corporation. The Bonds will be special limited obligations of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

In connection with the issuance by the Corporation of the above-referenced Bonds, enclosed herewith are two (2) copies of the General and No Litigation Certificate (the *"General Certificate"*) for execution by Judge Ruben Becerra as the County Judge of the County of Hays. I have included below for your convenience a description of the legal requirements behind the General Certificate.

Although the Development is constructed in the City of San Marcos, Texas, 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) requires a General Certificate from each sponsoring political subdivision of the Corporation to be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Bonds prior to the issuance of the Bonds. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this General Certificate**.

Please review the General Certificate and call me at (512) 623-1992 with any questions or comments you may have. Otherwise, if all is in order, please execute both signature pages for the General Certificate and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Friday, May 22, 2026.

CAPITAL AREA HOUSING FINANCE CORPORATION

By _____
Andrea Shields
Executive Director

Enclosures

GENERAL AND NO LITIGATION CERTIFICATE OF HAYS COUNTY

We hereby certify that we are duly elected or appointed and acting officers of Hays County, Texas (the *"County"*). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the *"Attorney General"*) and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the *"Corporation"*) related to the issuance by the Corporation of its tax-exempt obligations for the Redwood Apartments project, to be issued in one or more series in an aggregate principal amount not to exceed $49,000,000 (the *"Bonds"*).

2. The Commissioners Court (the *"Governing Body"*) of the County authorized the membership of the County in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the *"Act"*), and approved the Corporation's articles of incorporation (and all amendments thereto).

3. The County has appointed Commissioner Dr. Michelle Gutierrez Cohen to act as a member of the board of directors of the Corporation. The individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this Certificate concurrently with the date of his approval of the Bonds and this Certificate shall be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

HAYS COUNTY, TEXAS

By _____
Judge Ruben Becerra

ATTEST

By_____
Assistant Criminal District Attorney -
Civil Division
Hays County Criminal District
Attorney's Office

DATED: _____
[TO BE DATED BY ATTORNEY
GENERAL OF THE STATE OF TEXAS]

AGENDA ITEM REQUEST FORM: G. 33.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Flocke

Sponsor: Commissioner Hammer

Agenda Item:

Authorize the Hays County Judge to execute an amendment to the Funding Agreement executed on or about August 19, 2024, between Hays County, Texas: Wimberley Youth Sports Association, and Wimberley Independent School District, for the construction of sports fields. **HAMMER/FLOCKE**

Summary:

This amendment updates Section III of the Funding Agreement executed on or about August 19, 2024. Through this update the funding term of the agreement is extended from two years to four years from the original execution date. This change is made to accommodate for unforeseen delays in project completion. Signatures to fully execute the ILA will be obtained on this amended copy.

Fiscal Impact:

Amount Requested: $3,750,000.00
Line Item Number: 001-645-00.5741_400

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: Funds will be budgeted in future fiscal years based on project completion.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Funding Agreement approved by Commissioners Court on 7.30.24

Auditor's Office:

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

Attachments

WYSA Letter Amendment
WYSA Funding Agreement

FIRST AMENDMENT TO FUNDING AGREEMENT
BETWEEN HAYS COUNTY, WIMBERLEY INDEPENDENT SCHOOL DISTRICT, AND WIMBERLEY YOUTH SPORTS ASSOCIATION

This 1ST Amendment to the Funding Agreement executed on August 19, 2024 ("Amendment") is made this 12th day of May, 2026, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County"), and Wimberley Independent School District ("WISD"), and Wimberley Youth Sports Association ("WYSA"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

The language of Section III shall be amended to read "If WYSA has not spent monies provided under the terms of this agreement within ~~two (2)~~ four (4) years of the Effective Date, the remaining funds not issued to WYSA by the County will remain in the County's General Fund and will no longer be used for the funding of this Agreement"

EXCEPT FOR THE ABOVE MODIFICATION, 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 Funding Agreement hereby executed this 12th day of May, 2026, as is evidenced by the authorized signatures of the Parties, below.

HAYS COUNTY, TEXAS

_____
RUBEN BECERRA
HAYS COUNTY JUDGE

WISD

_____
BY:
TITLE:

WYSA

_____
BY:
TITLE:

ATTEST: _____

HAYS COUNTY CLERK

FUNDING AGREEMENT BETWEEN
HAYS COUNTY, WIMBERLEY INDEPENDENT SCHOOL DISTRICT, AND
WIMBERLEY YOUTH SPORTS ASSOCIATION

STATE OF TEXAS §
§
COUNTY OF HAYS §

SECTION I. PARTIES TO THE AGREEMENT

This Agreement is made and entered into by and between Hays County, a political subdivision of the State of Texas, hereinafter referred to as "County", Wimberley Independent School District ("WISD"), and Wimberley Youth Sports Association ("WYSA"). The parties named above ("The Parties") have severally and collectively agreed and by execution hereof are bound to the mutual obligations and to the performances and accomplishment of the tasks hereinafter described.

SECTION II. OVERVIEW

The Lease Agreement, Joint Use Agreement, and Project

WYSA submitted an application for receipt of Hays County Parks Funds, providing a Project Information Form ("PIF") and proposing to establish and build youth sporting fields and common areas in Wimberley, Texas ("Project"). Additionally, WISD and WYSA submitted a Lease Agreement and a Joint Use Agreement ("Agreements") (See **Exhibit B**) identifying the parameters and scope of the youth sporting fields and common areas. A depiction of the proposed site is attached hereto as **Exhibit "A"** and incorporated herein for all purposes (hereinafter "the Property").

The Parks and Open Space Advisory Commission ("POSAC") reviewed the aforementioned PIF along with other parks and open space submittals and recommended that WYSA receive up to Four Million Dollars ($4,000,000.00 USD) for the fulfillment of its vision.

The Diligence Funding Agreement

The Parties have agreed that the best candidate property consists of approximately 24.71 acres owned by WISD, located at 15900 Winters Mill Parkway, Wimberley, TX 78676. Construction of the proposed site is proposed to be granted to WYSA by WISD pursuant to the terms of the Agreements. However, the Parties arranged pursuant to a Diligence Funding Agreement (See **Exhibit C**) that a series of due diligence activities be conducted to ensure the viability of the proposed site for these purposes. The Diligence Funding Agreement utilized County park bond funds. The County has chosen to fund the remainder of this project with general funds for the purpose of constructing, improving, renovating, equipping and acquiring land and interests in land, buildings and facilities for park and recreational purposes, including but not limited to constructing and improving parks. The Parties all maintain a public interest in the establishment of youth sporting fields and common areas on the Property.

Funding

The estimated remaining costs for design and construction needed for the youth sporting fields and common areas on the Property is approximately Three Million Seven Hundred and Fifty Thousand Dollars ($3,750,000.00 USD). Design and Construction activities are anticipated to include (but not be limited to) civil engineering, geotechnical, geological, architectural design, Mechanical, Electrical, and Plumbing and structural engineering, bidding and construction.

Operations and Maintenance

WYSA is generally obligated to operate and maintain the Project for the benefit of the public as detailed in the Lease Agreement and in the Joint Use Agreement. WYSA provides the best playing facilities and equipment possible so that the youth may have the opportunity to enjoy an injury free sport; and WYSA provides parents the opportunity for their children to participate in activities, learn fundamental skills, and support community youth activities so as to bring the community closer together.

Term

2.1 Term. The term of this Agreement shall be for twenty-five (25) years (or as extended by written agreement of the parties) and shall commence on the Effective Date, and the Term shall expire on the Expiration Date (as may be extended by the Renewal Option, the "Term"). The Expiration Date means the last calendar day of the twenty fifth 25th) year after the Effective Date, unless this Agreement is either: (i) sooner terminated pursuant to any applicable provision hereof in which event such date of termination shall be the "Expiration Date"; or (ii) extended by successive 5 year terms, in which event the last calendar day of the final Renewal Term shall be the "Expiration Date."

2.2 Renewal Term. Subject to the terms and conditions of this Agreement and provided that (i) this Agreement is in full force and effect and (ii) no default exists on either the date of exercise or on the date of commencement of the Renewal Term, the Parties may agree to two (2) renewal options (each, a "Renewal Option") to extend the Term of this Agreement for an additional term of five (5) years each (each, a "Renewal Term") that commences at 12:00 a.m. on the day immediately following the expiration of the Term then in effect, and upon the same terms, conditions and covenants as are contained herein by approval of all the Parties governing boards (the "Renewal") of such election no more than twenty-four (24) months and no less than six (6) months prior to the expiration of the Term then in effect.

SECTION III. COUNTY OBLIGATIONS

Design and Construction

The total amount paid by the County under the Diligence Funding Agreement and this Agreement shall be the sum of Four Million Dollars ($4,000,000.00 USD), which includes the $250,000 due diligence funding previously agreed to by the parties. If WYSA has not spent monies provided under the terms of this agreement within two (2) years of the Effective Date, the remaining funds not issued to WYSA by the County will remain in the County's General Fund and will no longer be used for the funding of this Agreement. The County reserves the right to increase funding for the design and construction of the youth sporting fields and common areas in its sole discretion.

Draw Requests

The County's Program Manager, Halff Associates (or successor), will collaborate with WISD and WYSA to identify the design and construction activities eligible for funds under this Agreement. The County shall pay WYSA in one or more disbursements, the funds needed to perform design and construction, after application for such funds is made by WYSA, with monitor subcontractors' performance of design and construction services. Distribution of funds shall be made utilizing a draw request form provided by the County's Program Manager.

Additional Project Funding

Subject to all aforementioned funding terms, additional funds for WISD and WYSA may be made available for expenditure after WYSA and its design team have estimated the total cost of the Project.

SECTION IV. OTHER OBILIGATIONS

Compliance with Laws

The parties acknowledge that the funds expended under this Agreement are public funds that must be carefully monitored to ensure proper distribution under the County's parks program. WISD and WYSA are obligated to comply with all local, State, and Federal laws in relation to the expenditure of funds paid under this Agreement.

Recognition

In consideration of the County's obligations under this Agreement WISD and WYSA shall acknowledge County contributions to the Project by including reference to Hays County on public signage and public literature that promotes or serves the Project.

SECTION V. CONTRACTS

WYSA may contract for the performances of the design and construction activities specified herein. Any such contracts shall be subject to competitive quotes or selected based on the basis of the best qualifications among at least three candidates for the performance of work. WYSA may self-perform with its staff and volunteers any portion of the design and construction. WISD may contribute staff and equipment to the design and construction.

SECTION VI. CONFLICT OF INTEREST

No agent or employee of WISD and WYSA and no employee of the County, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his or her personal pecuniary interest.

SECTION VII. EQUAL OPPORTUNITY

WISD and WYSA assure that no person shall, on the ground of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part under this Agreement or otherwise under WISD and WYSA's control.

SECTION VIII. RIGHT TO AUDIT

At its sole discretion, the County may arrange for an independent audit of all funds received under and payments made pursuant to this Agreement by County Auditor staff, or a certified public accountant.

SECTION IX. 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.

SECTION X. INDEMNITY

WYSA and WISD agree, 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 WYSA or WISD's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom WYSA or WISD is responsible or legally liable.

Neither the County nor WYSA or WISD shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

SECTION XI. INSURANCE

WYSA and WISD agree that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of WYSA and WISD's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, WYSA and WISD shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in WYSA and WISD's fields of employment and for the type of services and construction activities that are being performed under this Agreement. Such insurance coverage shall specifically name the County as co-insured. This insurance coverage shall cover all perils arising from the activities of WYSA and WISD, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. WYSA and WISD shall be responsible for any deductibles stated in the policy. A true copy of each Certificate of Liability Insurance shall be provided to the County within seven (7) days of the new policy date at the following address:

Hays County Criminal District Attorney's Office - Civil Division
111 E. San Antonio St., Suite 202
San Marcos, TX 78666
tucker.furlow@co.hays.tx.us

With Copy to:

Hays Countywide Operations
101 Thermon Drive
San Marcs, TX 78666
tammy.crumley@co.hays.tx.us

Hays County Purchasing Office
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666
stephanie.hunt@co.hays.tx.us

So long as this Agreement is in effect, WYSA and WISD shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy

shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

SECTION XII. MISCELLANEOUS

12.1 Modification of Agreement. The terms and conditions of the Agreement may be modified at any time by the mutual consent of both parties. However, no amendment or modification to this Agreement is effective unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

12.2 Written Notice. Unless otherwise specified, written notice will be deemed to have been duly delivered if delivered in person to the individuals listed below or if it is delivered or sent certified mail or email to the address below. Each party will have the right to change its address by at least thirty (30) calendar days written notice to the other party.

COUNTY:

Hays County Criminal District Attorney's Office - Civil Division
111 E. San Antonio St., Suite 202
San Marcos, TX 78666
tucker.furlow@co.hays.tx.us

With Copy to:

Hays Countywide Operations
101 Thermon Drive
San Marcs, TX 78666
tammy.crumley@co.hays.tx.us

Hays County Purchasing Office
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666
stephanie.hunt@co.hays.tx.us

WISD:
District Superintendent
951 FM 2325
Wimberley, Texas 78676
Greg.bonewald@wimberleyisd.net

With Copy to:
The Fowler Law Firm
Attn: Will Cabler JD, CPA
3301 Northland, Suite 101
Austin, Texas 78731
wcabler@thefowlerlawfirm.com

WYSA:
President
P.O. Box 2381
Wimberley, Texas 78676
president@wysasports.com

12.3 Waiver. Failure of any party, at any time, to enforce a provision of this Agreement in no way constitutes a waiver of that provision, nor in anyway affects the validity of this Agreement, any part of this Agreement, or the right of the party thereafter to enforce each and every provision of this Agreement. No term of this Agreement will be deemed waived or breach excused unless such waiver is in writing and signed by the party claiming to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

12.4 Entire Agreement. It is understood this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist.

12.5 Choice of Law, Place of Performance and Jurisdiction. This Agreement is governed by the laws of the State of Texas. Performance of this Agreement is in Hays County, Texas. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall the in the courts of Hays County, Texas.

12.6 Force Majeure.

a. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, Acts of God, Government restrictions including wars, insurrections, natural disasters or other emergencies as declared by Federal, State or County agencies or departments, and/or any other cause beyond the reasonable control of the party whose performance is affected.

b. If performance of any obligation of either party hereunder is prevented or rendered impracticable or infeasible as discussed in the preceding paragraph, it is understood and agreed that there shall he no claim for damages against the obligated party for failure to perform its obligations under this Agreement.

12.7 Authority. Each party has full power and authority to enter into and perform under this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement represent that they have authorization to sign on behalf of their respective entities.

12.8 Governmental Immunity and Release. County and WISD both enjoy sovereign and governmental immunity, respectively. By entering into this Agreement, neither County nor WISD consents to suit, the waiver of their respective immunity, the right to claim such exemptions or privileges as may be provided by law, or the waiver of limitation as to damages under the Texas Tort Claims Act.

12.9 Agreement Read. Each party acknowledges that it has read, understands, and intends to be bound by the terms and conditions of this Agreement.

12.10 Interpretation and Reliance. No presumption will apply in favor of any Party in the interpretation of this Lease or in the resolution of any ambiguity of any provision hereof.

12.11 Public Information Act. County and WISD both acknowledge that the other is obligated to comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement.

12.12 Electronic Signatures; Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together

shall constitute one and the same instrument. This Agreement may be transmitted via facsimile or other similar electronic means, and execution by the undersigned by such means shall be deemed an original signature for all purposes and have the same force and effect as a manually signed original.

WITNESS OUR HANDS EFFECTIVE OF THIS 19 OF August, 2024 (the "Effective Date").

Approved and accepted on behalf of the County of Hays.

Judge Ruben Becerra Hays
County Judge

Approved and accepted on behalf of WISD

Name:
Title:

Approved and accepted on behalf of WYSA

Name: Keith Lutz
Title: President

AGENDA ITEM REQUEST FORM: G. 34.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Stephanie Hunt, Aaron Jones

Sponsor: Commissioner Smith

Agenda Item

Approve specifications for IFB 2026-B07 Nutty Brown Road - Remove and Replace Hot Mix and authorize Purchasing to advertise and solicit bids. **SMITH/A.JONES/HUNT**

Summary

Hays County issues this Invitation for Bid (IFB) to solicit bids to remove existing 5” and replace with 5” of Type B Hot Mix and 2” Superpave Type D Hot Mix Overlay on Nutty Brown Road.

Attachments

IFB 2026-B07 Solicitation

SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
1901 Dutton Dr., Suite E
San Marcos, Texas 78666

Solicitation No.: **IFB 2026-B07 Nutty Brown Road – Remove and Replace Hot Mix**	**Date Issued: May 14, 2026**

SOLICITATION

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

9:00 a.m. local time June 8, 2026.

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

For information please email: purchasing.bids@hayscountytx.gov	Questions concerning this IFB must be received in writing no later than 5:00 on May 28, 2026.	Phone No.: (512) 393-2267

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

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

NOTICE OF AWARD (To be completed by County)

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

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

_____ _____
Hays County Judge Date

_____ _____
Hays County Clerk Date

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I. IFB Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

____ 1. Solicitation, Offer and Award Form

____ 2. Attachment A: IFB 2026-B07 Bid Form

____ 3. Vendor Reference Form

____ 4. Conflict of Interest Disclosure & Questionnaire

____ 5. Related Party Disclosure Form

____ 6. Any addenda applicable to this solicitation

____ 7. Bid Bond: 5% of total bid amount

Required Forms by Hays County:

____ 1. Code of Ethics

____ 2. HUB Practices

____ 3. House Bill 89 Verification

____ 4. Comptroller Divestment Statute Certification:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Prohibition of Discrimination against Firearm Companies or Firearm Trade Org. Certification (TGC 2274.002)

____ 5. Debarment & Licensing Certification

____ 6. Vendor/Bidder's Affirmation

____ 7. Federal Affirmations and Solicitation Acceptance

____ 8. System for Award Management (www.SAM.gov) Printout

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

____ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered, within 24 hours of proposal due date, in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to: **Hays County Purchasing, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

OR

____ 2. One (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to: **Hays County Purchasing, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

II. Summary

1. Type of Solicitation:	Invitation for Bid (IFB)
2. Solicitation Number:	IFB 2026-B07 Nutty Brown Road – Remove and Replace Hot Mix
3. Issuing Office:	Hays County Purchasing Office 1901 Dutton Dr., Suite E San Marcos, TX 78666
4. Responses to Solicitation:	Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope Manual: One (1) Original and one (1) digital copy on a thumb drive, or Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received within 24 hours of due date.
5. Deadline for Responses:	In issuing office no later than: **June 8, 2026; 9:00 a.m. Central Time (CT)**
6. Pre-Bid Meeting:	**Wednesday, May 27, 2026 @ 9:00 AM (CT)** Hays County Transportation Department 2171 Yarrington Road, Kyle, TX 78640
7. Initial Contract Term:	**Award July 2026, must be completed by September 25, 2026**
8. Bonding Requirements	Bid bond: 5% of total bid amount, due at bid submittal Performance Bond: 100% of Contract Price, due 10 days within contract execution Payment Bond: 100% of Contract Price, due 10 days within contract execution
9. Designated Contact:	Hays County Purchasing Email: purchasing.bids@hayscountytx.gov
10. Questions & Answers:	Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than May 28, 2026; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this solicitation, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such

materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.
have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

11. Addenda

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

12. Contact with County Staff:

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

13. Websites:

Plans, Specifications, and Bidding documents for pre-qualified bidders and interested non-bidders may be secured from the following websites:
www.bidnetdirect.com/hayscounty,
http://www.txsmartbuy.com/sp,
https://www.sanmarcostx.gov/Bids.aspx

Anticipated Schedule of Events

May 12, 2026	Court Approval
May 14, 2026	Issuance of IFB
May 27, 2026	Pre-Bid Meeting (9:00 AM CT)
May 28, 2026	Deadline for Submission of Questions (5:00 PM CT)
June 8, 2026	Deadline for Submission of Proposals (9:00 AM CT) **Late bids will not be accepted.**
July 2026	Anticipated contract award date

III. Specifications

A. Introduction

Hays County issues this Invitation for Bid (IFB) to solicit bids to remove existing 5" and replace with 5" of Type B Hot Mix and 2" Superpave Type D Hot Mix Overlay on Nutty Brown Road.

B. Scope of Work

Special Specification:

- Specification most current Item 341, 344, 351, and SS 3084 of the Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges shall govern this project. A TRAIL tack coat placed prior to paving with Superpave Type D mix is specified. Contractor shall provide QA/QC with the required bulk samples and cores per specification for each day's work for conformance with density and specification requirements.

Milling/ B mix Paving:

- In locations determined by the Hays County Representative pavement will be milled to 5" of depth from existing paving. Tie-ins at intersecting roadways, concrete driveways, bridge decks shall be milled to a 2" depth for a smooth transition. The Contractor will be responsible for repairs/damage to utilities while removing around water valve/manhole castings to a depth of 5". The Contractor will provide the trucking and dumpsite for haul off materials. After milling the location will be free of loose material and a tack coat applied to the water valve/manholes prior to paving. The Contractor will be responsible to provide safe access for resident's driveways. B mix shall not be placed until underlying base is approved by Hays County. Proof rolling of the prepared base may be required, rutting or pumping will require rework. 5" of TXDOT Item 341 Type B shall be placed and compacted per specifications.

Overlay Paving Operations:

- A TRAIL tack coat to be applied throughout roadway followed by a 2" overlay of TXDOT Item 344 Superpave D mix. Paving be placed and compacted per TxDOT specifications along with sampling and testing requirements.

Post-Paving Cleanup:

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

Traffic Control/Safety Operations:

- Safety warning signage, flagger operations, pilot cars, reflective tabs, and traffic control shall be the responsibility of the Contractor and shall meet TxDOT standards.

Scheduling:

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

All named roadways shall be completed no later than:

- September 25, 2026

Notification:

- One week prior to paving the Contractor shall notify all residents of upcoming operations with message boards at each end of project along with fliers/doorhangers, giving instructions regarding the paving operations.

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

C. Project Description

Paving Worksites: Bid according to bid sheet instructions:

1. Nutty Brown Road
   a. Mill 5" depth
   b. Replace 5" (B mix) 15,000 SYD
2. Nutty Brown Road 2" Overlay
   a. 2" D mix overlay 10000 tons
   b. Trail tack to be applied prior to overlay
3. Contractor is responsible for removing, by milling to a depth of 5".
   a. Milling Operations: Contractor is responsible for milling, rolling, and otherwise preparing the underlying base to accept the new hot mix surface. Edges will be tacked.
   b. Contractor will be responsible for utility locates and any damages/repairs to utilities.
   c. **The Contractor will provide trucking and haul off site for materials.**
   d. Reference Attachment B: Nutty Brown Road Map (locations are estimated/actual locations will be determined by a Hays County Representative)
   e. B mix shall not be placed until underlying prepared base is approved by Hays County. Proof rolling of the prepared base may be required, rutting or pumping will require rework.

D. Qualifications

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

- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award
- Have the proper equipment to fulfill the terms and conditions of this contract such as proper equipment for weighing materials, loading materials, delivering materials, etc.
- Does not owe any back taxes within Hays County
- Is normally engaged in this type of business
- Is familiar with and will abide by all laws, regulations, and customs applicable to this type of service.
- All licenses or permits required by a State, County, or other governmental authority shall be secured by Contractor at its sole cost and expense.

REFERENCES: Hays County requires respondent to supply with the proposal, a list of at least three (3) references where like services have been supplied by their company for a county or company of similar size within the last five (5) years. Include name of company, address, telephone number and name of representative.

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

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise have an exclusion record created in the System for Award Management (SAM) website. Include verification that the company as well as the company's principals are not listed (are not debarred)

through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

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

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

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

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

E. Attachment A: IFB 2026-B07 Bid Form

Respondent must provide its total bid amount by completing the mandatory bid form included as Attachment A: IFB 2026-B07 Bid Form.

Per Square Yard and Ton Bid for project:

- Pricing per square yard and ton should include a turn-key install and include all costs of the project.
- Submit bid pricing as cost per square yard and ton of all locations combined.
- Award will be based on qualifications and total square yard and ton bid for all projects combined based on estimated square yardage and tonnage. Contract payment will be made by square yards and tons completed. Price per square yard and ton to be used if square yardage and tonnage is increased due to miscalculations or if additional paving work is requested at or near each site.

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

ESTIMATED QUANTITIES: Award will be based on qualifications and total per square yard and tonnage on all projects combined based on estimated square yards and tonnage. Contract payment will be made by square yards and tonnage completed. Price per square yard and tons to be used if square yardage and tonnage are increased due to miscalculations or if additional work is requested at or near site. Estimated square yards and tonnage shown are for bid purposes only.

F. Submittal Requirements

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

- Mailed or Dropped off Bid Packets: All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.
  - One (1) original bid with required forms manually signed by Respondent with original signatures
  - One (1) digital copy of the full bid packet with all required forms on a thumb drive
- Electronic Bids:
  - Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)
  - One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through

BidNet Direct) MUST be received by the due date and time to be considered responsive. Physical copy must be received in the Hays County Purchasing Office within 24 hours of proposal due date.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals will be publicly opened at the Office of the Hays County Auditor upon the deadline for submittal. Respondents, their representatives and interested persons may be present. All unofficial bid results will be posted on the following two sites, until an award has been made in Commissioners Court:

BidNet Direct: https://www.bidnetdirect.com/texas/hayscounty

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 Agent and the approval of Commissioners Court.

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

G. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract to a bidder on the basis of unit price low bid and/or the best value for the County. The County reserves the right to 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, if applicable
- Hays County's evaluation of vendor's ability to perform
- Vendor's references

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

CONTRACT: This bid, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. Only those communications that are in writing from the Purchasing Agent shall be considered as a duly authorized expression on behalf of the County. No oral agreements either expressed or implied will be considered in fulfilling this contract. No additional terms will become part of this contract with the exception of Commissioners Court approved change orders.

BIDDER AGREES, if this bid is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be ninety (90) calendar days.

The successful bidder expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to correct

any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

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

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

H. Bond Requirements

BID BOND: A Bid Bond shall be submitted with your offer. It shall be in the amount of 5% of the total bid amount and 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 Agent within ten (10) calendar days of notification of contract award. Each shall be in the amount at least equal to the contract price, as security for the faithful performance and payment of all of contractor's obligations under the contract documents. Even though a contract may be awarded, no contract is deemed to exist until the proper Performance Bond has been received. The bonds are to be issued from a surety company holding a license from the State of Texas to act as a surety. These bonds shall remain in effect until final acceptance by the Engineer and until a Maintenance Bond, which will run for a period of two (2) years after the successful completion of all work under the contract and acceptance of Hays County, is obtained and provided to the county. A Maintenance Bond guarantees all work under the contract to be free from faulty materials and free from improper workmanship, and against injury from proper and usual wear, and guarantees to replace or to re-execute, without cost to Hays County, such work as may be found to be improper or imperfect, and to make good all damage caused to the other work of materials, due to such required replacement or re-execution. At your request, the Performance Bond shall be returned by the County upon completion of the contract and final acceptance of all items in the contract. Neither the final certificate, nor payment, nor any provision in the contract documents shall relieve the contractor of responsibility for neglect or faulty materials or workmanship during the period covered by the Maintenance Bond. If the awardee fails to perform any of the services required by the contract within ten (10) days of receipt of written demand for performance from County or if the awardee fails to correct or replace defective goods or products within ten (10) days from receipt of written demand, the contract is deemed BREACHED and is cause for termination of the contract. A contract terminated for cause results in retention of the Bond by County for liquidated damages.

I. Warranty of Performance

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

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

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

LIQUIDATED DAMAGES FOR DELAYS: If the work is not substantially complete by September 25, 2026, the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of $500 (five hundred dollars) for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

EXCUSABLE DELAYS: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

1. Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
2. Any acts of the County;
3. Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions;

Provided, however, that the Contractor promptly notifies the County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

IV. General Terms and Conditions for Solicitations Applicable To: Invitations for Bid (IFB)

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

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

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

4. INVOICING/PAYMENTS:
    a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
    b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
    c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
    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 Agent. The Purchasing Agent 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 Agent. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

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

the address provided herein. Notices issued by or to anyone other than the Purchasing Agent 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 Agent. County shall not be liable for loss of any profits anticipated under this Contract.

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

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

24. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

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

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

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds $100,000. By submitting a bid or proposal in response to this solicitation, the Respondent and its Principals, at the time of submission did not have an exclusion record created in the System for Award Management (SAM.gov) website, which indicates an individual or entity is prohibited from receiving federal contracts, subcontracts, and certain types of federal financial and non-financial assistance. In the event an exclusion record is created between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Agent. 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 Agent. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
    b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
        i. The Schedule of Items/Services
        ii. Terms and Conditions of Request for Proposals;
        iii. General Provisions;
        iv. Other provisions, whether incorporated by reference or otherwise; and
        v. The specifications.
    c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
    d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.
    e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
    f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.

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

32. MODIFICATIONS:
    a. The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
        i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
        ii. Method of shipment or packing.
        iii. Place of deliveries.
        iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
        v. Description of items to be provided.
        vi. Time of performance (i.e. hours of day, days of week, etc.)
    b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Agent decides that the facts justify it, the County Purchasing Agent 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. Any price increase proposed must be submitted forty-five (45) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation. Hays County will have fifteen (15) days, from the receipt of proposed price increases, to review any proposed price increases and reserves the right to approve or disapprove any request for increased prices. If Hays County disapproves the proposed price increases, the County will issue an intent to terminate, and the contract will not be renewed.

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

Automobile Liability:	
Bodily Injury (Each person)	$1,000,000.00
Bodily Injury (Each accident)	$1,000,000.00

Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
General Aggregate	$2,000,000.00
Product completed operations aggregate	$2,000,000.00
Bodily Injury (Each accident)	$2,000,000.00
Property Damage	$2,000,000.00

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

Excess Liability:	
Umbrella Form	$1,000,000.00

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

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

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

If you do not have access to the link provided above please or have any questions please contact Purchasing at 512-393-2267.

VII. Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict of Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

_____ _____ _____

Name of signatory Signature Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

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

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

a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.

b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.

c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.

5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:

    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.

    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.

    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.

    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.

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

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

Please sign for acknowledgement of the Hays County HUB Practices:

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

_____ _____

Signature of Company Representative Date

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

NOTARY SEAL

_____

Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

_____

Date

XI. Comptroller Divestment Statute Certification

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

_____

Company Name | Date

_____

Print Name of Company Representative | Signature of Company Representative

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the 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 organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2271 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2274 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2274.002 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Certification Check Performed by Hays County Purchasing

_____

Company Name

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, certifies that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the following Statute Lists:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
  Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Israel Boycott Certification (TGC 2271.002)
  Pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Energy Company Boycott Certification (TGC 2274)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

_____

Print Name of Hays County Purchasing Representative

_____

Signature of Hays County Purchasing Representative

_____

Date IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

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

_____
Name of Firm

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

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

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

_____
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

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

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

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

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

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

_____
Name of Contracting Company

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

_____

_____ _____
Signature of Company Official Authorizing Bid/Offer Date

_____ _____
Printed Name Title

_____ _____
Email Address Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension (2 CFR 180.220)

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program- specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;

b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding $100,000 or a Federal loan or loan guarantee exceeding $150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401,

"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

11. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
b. Notification of violating facilities pursuant to EO 11738;
c. Protection of wetlands pursuant to EO 11990;
d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§7401 et seq.);
g. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
    - $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Telecommunications and Video Surveillance Services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

15. Domestic Preference for Procurements (§ 200.322)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES_____ NO_____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____Telephone: _____

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

XV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

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

_____

Hays Employee/Former Hays Employee Name Title

_____

Name of Person Related Title Relationship

Section D: No Known Relationships

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

_____

_____

_____

Attach additional pages if necessary.

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

_____
Name of Vendor

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

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

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

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

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

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

AGENDA ITEM REQUEST FORM: G. 35.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Stephanie Hunt, Aaron Jones

Sponsor: Commissioner Cohen

Agenda Item

Approve specifications for IFB 2026-B08 Sunfield, Campo Del Sol Parkway - Remove & Replace Hot Mix and authorize Purchasing to advertise and solicit bids. **COHEN/A.JONES/HUNT**

Summary

Hays County issues this Invitation for Bid (IFB) to solicit bids to Remove existing 6” and replace with 4” of Type B Hot Mix and 2” Type D Hot Mix Overlay on Campo del Sol Parkway, located in the Sunfield Subdivision.

Attachments

IFB 2026-B08 Solicitation

SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
1901 Dutton Dr., Suite E
San Marcos, Texas 78666

Solicitation No.: **IFB 2026-B08 Sunfield, Campo del Sol Parkway – Remove and Replace Hot Mix**	**Date Issued: May 14, 2026**

SOLICITATION

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

10:00 a.m. local time June 8, 2026.

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

For information please email: purchasing.bids@hayscountytx.gov	Questions concerning this IFB must be received in writing no later than 5:00 on May 28, 2026.	Phone No.: (512) 393-2267

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

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

NOTICE OF AWARD (To be completed by County)

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

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

_____ _____
Hays County Judge Date

_____ _____
Hays County Clerk Date

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Attachment A: 2026-B08 Bid Form

Attachment B: Sunfield, Campo del Sol Parkway Road Map

Attachment C: TxDOT Specifications

I. IFB Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

____ 1. Solicitation, Offer and Award Form

____ 2. Attachment A: IFB 2026-B08 Bid Form

____ 3. Vendor Reference Form

____ 4. Conflict of Interest Disclosure & Questionnaire

____ 5. Related Party Disclosure Form

____ 6. Any addenda applicable to this solicitation

____ 7. Bid Bond: 5% of total bid amount

Required Forms by Hays County:

____ 1. Code of Ethics

____ 2. HUB Practices

____ 3. House Bill 89 Verification

____ 4. Comptroller Divestment Statute Certification:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Prohibition of Discrimination against Firearm Companies or Firearm Trade Org. Certification (TGC 2274.002)

____ 5. Debarment & Licensing Certification

____ 6. Vendor/Bidder's Affirmation

____ 7. Federal Affirmations and Solicitation Acceptance

____ 8. System for Award Management (www.SAM.gov) Printout

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

____ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered, within 24 hours of proposal due date, in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to: **Hays County Purchasing, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

OR

____ 2. One (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to: **Hays County Purchasing, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

II. Summary

1.	**Type of Solicitation:**	Invitation for Bid (IFB)
2.	**Solicitation Number:**	IFB 2026-B08 Campo del Sol Parkway – Remove and Replace Hot Mix
3.	**Issuing Office:**	Hays County Purchasing Office 1901 Dutton Dr., Suite E San Marcos, TX 78666
4.	**Responses to Solicitation:**	Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope Manual: One (1) Original and one (1) digital copy on a thumb drive, or Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received within 24 hours of due date.
5.	**Deadline for Responses:**	In issuing office no later than: **June 8, 2026; 10:00 a.m. Central Time (CT)**
6.	**Pre-Bid Meeting:**	**Wednesday, May 27, 2026 @ 9:00 AM (CT)** Hays County Transportation Department 2171 Yarrington Road, Kyle, TX 78640
7.	**Initial Contract Term:**	**Award July 2026, must be completed by September 25, 2026**
8.	**Bonding Requirements**	Bid bond: 5% of total bid amount, due at bid submittal Performance Bond: 100% of Contract Price, due 10 days within contract execution Payment Bond: 100% of Contract Price, due 10 days within contract execution
9.	**Designated Contact:**	Hays County Purchasing Email: purchasing.bids@hayscountytx.gov
10.	**Questions & Answers:**	Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than May 28, 2026; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this solicitation, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such

materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.
have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

11. Addenda

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

12. Contact with County Staff:

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

13. Websites:

Plans, Specifications, and Bidding documents for pre-qualified bidders and interested non-bidders may be secured from the following websites:
www.bidnetdirect.com/hayscounty,
http://www.txsmartbuy.com/sp,
https://www.sanmarcostx.gov/Bids.aspx

Anticipated Schedule of Events

May 12, 2026	Court Approval
May 14, 2026	Issuance of IFB
May 27, 2026	Pre-Bid Meeting (9:00 AM CT)
May 28, 2026	Deadline for Submission of Questions (5:00 PM CT)
June 8, 2026	Deadline for Submission of Proposals (10:00 AM CT) **Late bids will not be accepted.**
July 2026	Anticipated contract award date

III. Specifications

A. Introduction

Hays County issues this Invitation for Bid (IFB) to solicit bids to Remove existing 6" and replace with 4" of Type B Hot Mix and 2" Type D Hot Mix Overlay on Campo del Sol Parkway, located in the Sunfield Subdivision.

B. Scope of Work

Special Specification:

- Specification Item 351, SS 3076, SS 3077, and SS 3084 of the Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges shall govern this project. A TRAIL tack coat placed prior to paving with Type D mix is specified. Contractor shall provide QA/QC with the required bulk samples and cores per specification for each day's work for conformance with density and specification requirements.

Milling/ B mix Paving:

- In locations determined by the Hays County Representative pavement will be milled to 6" of depth from existing paving. The Contractor will be responsible for repairs/damage to utilities while removing around manhole castings to a depth of 6". The Contractor will provide the trucking and dumpsite for haul off materials. After milling the location will be free of loose material and a tack coat applied to the gutter face and manholes prior to paving. The Contractor will be responsible to provide safe access for resident's driveways prior to B mix installation. B mix shall not be placed until underlying base is approved by Hays County. Proof rolling of the prepared base may be required, rutting or pumping will require rework. 4" of TXDOT Special Specification 3076 Type B shall be placed and compacted per specifications.

Overlay Paving Operations:

- A TRAIL tack coat to be applied along with curb/pavement edges and manhole rings followed by a 2" overlay of TXDOT Special Specification 3077 D mix. Finished pavement will match existing curb, manhole and pavement unless specified by the County Representative. Paving will be conducted per specifications.

Post-Paving Cleanup:

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

Traffic Control/Safety Operations:

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

Scheduling:

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

All named roadways shall be completed no later than:

- September 25, 2026

Notification:

- One week prior to paving the Contractor shall notify all residents of upcoming operations with message boards at each end of project along with fliers/doorhangers, giving instructions regarding the paving operations.

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

C. Project Description

Paving Worksites: Bid according to bid sheet instructions:

1. Campo del Sol Parkway
   a. Mill 6" depth
   b. Replace 4" (B mix) 5,410 SYD
2. Campo del Sol Parkway 2" Overlay
   a. 2" D mix overlay 5,410 SYD
   b. Trail tack to be applied prior to overlay
3. Contractor is responsible for removing, by milling to a depth of 6".
   a. Milling Operations: Contractor is responsible for milling, rolling, and otherwise preparing the underlying base to accept the new hot mix surface. Edges will be tacked.
   b. Contractor will be responsible for utility locates and any damages/repairs to utilities.
   c. The Contractor will provide trucking and haul off site for materials.
   d. Reference Attachment B: Campo del Sol Parkway Map (locations are estimated/actual locations will be determined by a Hays County Representative)
   e. B mix shall not be placed until underlying prepared base is approved by Hays County. Proof rolling of the prepared base may be required, rutting or pumping will require rework.

D. Qualifications

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

- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award
- Have the proper equipment to fulfill the terms and conditions of this contract such as proper equipment for weighing materials, loading materials, delivering materials, etc.
- Does not owe any back taxes within Hays County
- Is normally engaged in this type of business
- Is familiar with and will abide by all laws, regulations, and customs applicable to this type of service.
- All licenses or permits required by a State, County, or other governmental authority shall be secured by Contractor at its sole cost and expense.

REFERENCES: Hays County requires respondent to supply with the proposal, a list of at least three (3) references where like services have been supplied by their company for a county or company of similar size within the last five (5) years. Include name of company, address, telephone number and name of representative.

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

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

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

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

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

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

E. Attachment A: IFB 2026-B08 Bid Form

Respondent must provide its total bid amount by completing the mandatory bid form included as Attachment A: IFB 2026-B08 Bid Form.

Per Square Yard for project:

- Pricing per square yard should include a turn-key install and include all costs of the project.
- Submit bid pricing as cost per square yard of all locations combined.
- Award will be based on qualifications and total square yard bid for all projects combined based on estimated square yardage. Contract payment will be made by square yards completed. Price per square yard to be used if square yardage is increased due to miscalculations or if additional paving work is requested at or near each site.

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

ESTIMATED QUANTITIES: Award will be based on qualifications and total per square yard on all projects combined based on estimated square yards. Contract payment will be made by square yards completed. Price per square yard and tons to be used if square yardage is increased due to miscalculations or if additional work is requested at or near site. Estimated square yards shown are for bid purposes only.

F. Submittal Requirements

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

- Mailed or Dropped off Bid Packets: All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.
  - One (1) original bid with required forms manually signed by Respondent with original signatures
  - One (1) digital copy of the full bid packet with all required forms on a thumb drive
- Electronic Bids:
  - Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)

- One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive. Physical copy must be received in the Hays County Purchasing Office within 24 hours of proposal due date.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals will be publicly opened at the Office of the Hays County Auditor upon the deadline for submittal. Respondents, their representatives and interested persons may be present. All unofficial bid results will be posted on the following two sites, until an award has been made in Commissioners Court:

BidNet Direct: https://www.bidnetdirect.com/texas/hayscounty

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 Agent and the approval of Commissioners Court.

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

G. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract to a bidder on the basis of unit price low bid and/or the best value for the County. The County reserves the right to 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, if applicable
- Hays County's evaluation of vendor's ability to perform
- Vendor's references

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

CONTRACT: This bid, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. Only those communications that are in writing from the Purchasing Agent shall be considered as a duly authorized expression on behalf of the County. No oral agreements either expressed or implied will be considered in fulfilling this contract. No additional terms will become part of this contract with the exception of Commissioners' Court approved change orders.

BIDDER AGREES, if this bid is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be ninety (90) calendar days.

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

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

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

H. Bond Requirements

BID BOND: A Bid Bond shall be submitted with your offer. It shall be in the amount of 5% of the total bid amount and 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 Agent within ten (10) calendar days of notification of contract award. Each shall be in the amount at least equal to the contract price, as security for the faithful performance and payment of all of contractor's obligations under the contract documents. Even though a contract may be awarded, no contract is deemed to exist until the proper Performance Bond has been received. The bonds are to be issued from a surety company holding a license from the State of Texas to act as a surety. These bonds shall remain in effect until final acceptance by the Engineer and until a Maintenance Bond, which will run for a period of two (2) years after the successful completion of all work under the contract and acceptance of Hays County, is obtained and provided to the county. A Maintenance Bond guarantees all work under the contract to be free from faulty materials and free from improper workmanship, and against injury from proper and usual wear, and guarantees to replace or to re-execute, without cost to Hays County, such work as may be found to be improper or imperfect, and to make good all damage caused to the other work of materials, due to such required replacement or re-execution. At your request, the Performance Bond shall be returned by the County upon completion of the contract and final acceptance of all items in the contract. Neither the final certificate, nor payment, nor any provision in the contract documents shall relieve the contractor of responsibility for neglect or faulty materials or workmanship during the period covered by the Maintenance Bond. If the awardee fails to perform any of the services required by the contract within ten (10) days of receipt of written demand for performance from County or if the awardee fails to correct or replace defective goods or products within ten (10) days from receipt of written demand, the contract is deemed BREACHED and is cause for termination of the contract. A contract terminated for cause results in retention of the Bond by County for liquidated damages.

I. Warranty of Performance

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

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

within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

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

LIQUIDATED DAMAGES FOR DELAYS: If the work is not substantially complete by September 25, 2026, the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of $500 (five hundred dollars) for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

EXCUSABLE DELAYS: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

1. Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
2. Any acts of the County;
3. Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions;

Provided, however, that the Contractor promptly notifies the County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

IV. General Terms and Conditions for Solicitations Applicable To: Invitations for Bid (IFB)

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

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

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

4. INVOICING/PAYMENTS:
    a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
    b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
    c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
    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 Agent. The Purchasing Agent 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 Agent. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

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

the address provided herein. Notices issued by or to anyone other than the Purchasing Agent 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 Agent. County shall not be liable for loss of any profits anticipated under this Contract.

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

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

24. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

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

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

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds $100,000. By submitting a bid or proposal in response to this solicitation, the Respondent and its Principals, at the time of submission did not have an exclusion record created in the System for Award Management (SAM.gov) website, which indicates an individual or entity is prohibited from receiving federal contracts, subcontracts, and certain types of federal financial and non-financial assistance. In the event an exclusion record is created between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Agent. 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 Agent. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
    b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
        i. The Schedule of Items/Services
        ii. Terms and Conditions of Request for Proposals;
        iii. General Provisions;
        iv. Other provisions, whether incorporated by reference or otherwise; and
        v. The specifications.
    c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
    d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.
    e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
    f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.

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

32. MODIFICATIONS:
    a. The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
        i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
        ii. Method of shipment or packing.
        iii. Place of deliveries.
        iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
        v. Description of items to be provided.
        vi. Time of performance (i.e. hours of day, days of week, etc.)
    b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Agent decides that the facts justify it, the County Purchasing Agent 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. Any price increase proposed must be submitted forty-five (45) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation. Hays County will have fifteen (15) days, from the receipt of proposed price increases, to review any proposed price increases and reserves the right to approve or disapprove any request for increased prices. If Hays County disapproves the proposed price increases, the County will issue an intent to terminate, and the contract will not be renewed.

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

Automobile Liability:	
Bodily Injury (Each person)	$1,000,000.00
Bodily Injury (Each accident)	$1,000,000.00

Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
General Aggregate	$2,000,000.00
Product completed operations aggregate	$2,000,000.00
Bodily Injury (Each accident)	$2,000,000.00
Property Damage	$2,000,000.00

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

Excess Liability:	
Umbrella Form	$1,000,000.00

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

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

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

If you do not have access to the link provided above please or have any questions please contact Purchasing at 512-393-2267.

VII. Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict of Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2

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

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

_____

Name of Officer

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

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

Yes No

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

Yes No

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

6

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

7

Name of signatory	Signature	Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

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

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

a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.

b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.

c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.

5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:

    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.

    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.

    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.

    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.

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

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

Please sign for acknowledgement of the Hays County HUB Practices:

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

_____ _____

Signature of Company Representative Date

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

NOTARY SEAL

_____

Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

_____

Date

XI. Comptroller Divestment Statute Certification

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

_____

Company Name | Date

_____

Print Name of Company Representative | Signature of Company Representative

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the 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 organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2271 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2274 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2274.002 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Certification Check Performed by Hays County Purchasing

_____

Company Name

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, certifies that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the following Statute Lists:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
  Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Israel Boycott Certification (TGC 2271.002)
  Pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Energy Company Boycott Certification (TGC 2274)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

_____

Print Name of Hays County Purchasing Representative

_____

Signature of Hays County Purchasing Representative

_____

Date IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

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

_____
Name of Firm

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

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

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

_____
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

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

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

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

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

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

_____
Name of Contracting Company

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

_____

_____ _____
Signature of Company Official Authorizing Bid/Offer Date

_____ _____
Printed Name Title

_____ _____
Email Address Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension (2 CFR 180.220)

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program- specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;

b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding $100,000 or a Federal loan or loan guarantee exceeding $150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401,

"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

11. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
b. Notification of violating facilities pursuant to EO 11738;
c. Protection of wetlands pursuant to EO 11990;
d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§7401 et seq.);
g. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
    - $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Telecommunications and Video Surveillance Services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

15. Domestic Preference for Procurements (§ 200.322)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES_____ NO_____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____Telephone: _____

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

XV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

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

_____

Hays Employee/Former Hays Employee Name Title

_____

Name of Person Related Title Relationship

Section D: No Known Relationships

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

_____

_____

_____

Attach additional pages if necessary.

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

_____
Name of Vendor

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

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

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

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

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

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

AGENDA ITEM REQUEST FORM: G. 36.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Aaron Jones, Stephanie Hunt

Sponsor: Commissioner Cohen

Agenda Item

Approve specifications for IFB 2026-B09 Shadow Creek, Brandons Way - Remove & Replace Hot Mix and authorize Purchasing to advertise and solicit bids. **COHEN/A.JONES/HUNT**

Summary

Hays County issues this Invitation for Bid (IFB) to solicit bids to Remove existing 6” and replace with 4” of Type B Hot Mix and 2” Type D Hot Mix Overlay on Brandons Way, located in the Shadow Creek Subdivision.

Attachments

IFB 2026-B09 Solicitaiton

SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
1901 Dutton Dr., Suite E
San Marcos, Texas 78666

Solicitation No.: **IFB 2026-B09 Shadow Creek, Brandons Way – Remove and Replace Hot Mix**	**Date Issued: May 14, 2026**

SOLICITATION

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

11:00 a.m. local time June 8, 2026.

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

For information please email: purchasing.bids@hayscountytx.gov	Questions concerning this IFB must be received in writing no later than 5:00 on May 28, 2026.	Phone No.: (512) 393-2267

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

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

NOTICE OF AWARD (To be completed by County)

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

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

_____ _____
Hays County Judge Date

_____ _____
Hays County Clerk Date

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I. IFB Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

____ 1. Solicitation, Offer and Award Form

____ 2. Attachment A: IFB 2026-B09 Bid Form

____ 3. Vendor Reference Form

____ 4. Conflict of Interest Disclosure & Questionnaire

____ 5. Related Party Disclosure Form

____ 6. Any addenda applicable to this solicitation

____ 7. Bid Bond: 5% of total bid amount

Required Forms by Hays County:

____ 1. Code of Ethics

____ 2. HUB Practices

____ 3. House Bill 89 Verification

____ 4. Comptroller Divestment Statute Certification:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Prohibition of Discrimination against Firearm Companies or Firearm Trade Org. Certification (TGC 2274.002)

____ 5. Debarment & Licensing Certification

____ 6. Vendor/Bidder's Affirmation

____ 7. Federal Affirmations and Solicitation Acceptance

____ 8. System for Award Management (www.SAM.gov) Printout

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

____ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered, within 24 hours of proposal due date, in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to: **Hays County Purchasing, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

OR

____ 2. One (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to: **Hays County Purchasing, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

II. Summary

1. Type of Solicitation:	Invitation for Bid (IFB)
2. Solicitation Number:	IFB 2026-B09 Shadow Creek, Brandons Way – Remove and Replace Hot Mix
3. Issuing Office:	Hays County Purchasing Office 1901 Dutton Dr., Suite E San Marcos, TX 78666
4. Responses to Solicitation:	Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope Manual: One (1) Original and one (1) digital copy on a thumb drive, or Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received within 24 hours of due date.
5. Deadline for Responses:	In issuing office no later than: **June 8, 2026; 11:00 a.m. Central Time (CT)**
6. Pre-Bid Meeting:	**Wednesday, May 27, 2026 @ 9:00 AM (CT)** Hays County Transportation Department 2171 Yarrington Road, Kyle, TX 78640
7. Initial Contract Term:	**Award July 2026, must be completed by September 25, 2026**
8. Bonding Requirements	Bid bond: 5% of total bid amount, due at bid submittal Performance Bond: 100% of Contract Price, due 10 days within contract execution Payment Bond: 100% of Contract Price, due 10 days within contract execution
9. Designated Contact:	Hays County Purchasing Email: purchasing.bids@hayscountytx.gov
10. Questions & Answers:	Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than May 28, 2026; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this solicitation, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such

materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.
have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

11. Addenda

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

12. Contact with County Staff:

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

13. Websites:

Plans, Specifications, and Bidding documents for pre-qualified bidders and interested non-bidders may be secured from the following websites:
www.bidnetdirect.com/hayscounty,
http://www.txsmartbuy.com/sp,
https://www.sanmarcostx.gov/Bids.aspx

Anticipated Schedule of Events

May 12, 2026	Court Approval
May 14, 2026	Issuance of IFB
May 27, 2026	Pre-Bid Meeting (9:00 AM CT)
May 28, 2026	Deadline for Submission of Questions (5:00 PM CT)
June 8, 2026	Deadline for Submission of Proposals (11:00 AM CT) **Late bids will not be accepted.**
July 2026	Anticipated contract award date

III. Specifications

A. Introduction

Hays County issues this Invitation for Bid (IFB) to solicit bids to Remove existing 6" and replace with 4" of Type B Hot Mix and 2" Type D Hot Mix Overlay on Brandons Way, located in the Shadow Creek Subdivision.

B. Scope of Work

Special Specification:

- Specification Item 351, SS 3076, SS 3077, and SS 3084 of the Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges shall govern this project. A TRAIL tack coat placed prior to paving with Type D mix is specified. Contractor shall provide QA/QC with the required bulk samples and cores per specification for each day's work for conformance with density and specification requirements.

Milling/ B mix Paving:

- In locations determined by the Hays County Representative pavement will be milled to 6" of depth from existing paving. The Contractor will be responsible for repairs/damage to utilities while removing around manhole castings to a depth of 6". The Contractor will provide the trucking and dumpsite for haul off materials. After milling the location will be free of loose material and a tack coat applied to the gutter face and manholes prior to paving. The Contractor will be responsible to provide safe access for resident's driveways prior to B mix installation. B mix shall not be placed until underlying base is approved by Hays County. Proof rolling of the prepared base may be required, rutting or pumping will require rework. 4" of TXDOT Special Specification 3076 Type B shall be placed and compacted per specifications.

Overlay Paving Operations:

- A TRAIL tack coat to be applied along with curb/pavement edges and manhole rings followed by a 2" overlay of TXDOT Special Specification 3077 D mix. Finished pavement will match existing curb, manhole and pavement unless specified by the County Representative. Paving will be conducted per specifications.

Post-Paving Cleanup:

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

Traffic Control/Safety Operations:

- Safety warning signage, flagger operations, pilot cars, reflective tabs, and traffic control shall be the responsibility of the Contractor and shall meet TxDOT standards.

Scheduling:

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

All named roadways shall be completed no later than:

- September 25, 2026

Notification:

- One week prior to paving the Contractor shall notify all residents of upcoming operations with message boards at each end of project along with fliers/doorhangers, giving instructions regarding the paving operations.

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

C. Project Description

Paving Worksites: Bid according to bid sheet instructions:

1. Brandons Way
   a. Mill 6" depth
   b. Replace 4' (B mix) 3,341 SYD
2. Brandons Way 2" Overlay
   a. 2" D mix overlay 3,341 SYD
   b. Trail tack to be applied prior to overlay
3. Contractor is responsible for removing, by milling to a depth of 6".
   a. Milling Operations: Contractor is responsible for milling, rolling, and otherwise preparing the underlying base to accept the new hot mix surface. Edges will be tacked.
   b. Contractor will be responsible for utility locates and any damages/repairs to utilities.
   c. **The Contractor will provide trucking and haul off site for materials.**
   d. Reference Attachment B: Brandons Way Road Map (locations are estimated/actual locations will be determined by a Hays County Representative)
   e. B mix shall not be placed until underlying prepared base is approved by Hays County. Proof rolling of the prepared base may be required, rutting or pumping will require rework.

D. Qualifications

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

- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award
- Have the proper equipment to fulfill the terms and conditions of this contract such as proper equipment for weighing materials, loading materials, delivering materials, etc.
- Does not owe any back taxes within Hays County
- Is normally engaged in this type of business
- Is familiar with and will abide by all laws, regulations, and customs applicable to this type of service.
- All licenses or permits required by a State, County, or other governmental authority shall be secured by Contractor at its sole cost and expense.

REFERENCES: Hays County requires respondent to supply with the proposal, a list of at least three (3) references where like services have been supplied by their company for a county or company of similar size within the last five (5) years. Include name of company, address, telephone number and name of representative.

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

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise have an exclusion record created in the System for Award Management (SAM) website. Include verification that the company as well as the company's principals are not listed (are not debarred)

through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

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

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

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

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

E. Attachment A: IFB 2026-B09 Bid Form

Respondents must provide their total bid amount by completing the mandatory bid form included as Attachment A: IFB 2026-B09 Bid Form.

Per Square Yard Bid for project:

- Pricing per square yard should include a turn-key install and include all costs of the project.
- Submit bid pricing as cost per square yard of all locations combined.
- Award will be based on qualifications and total square yard bid for all projects combined based on estimated square yardage. Contract payment will be made by square yards completed. Price per square yard to be used if square yardage is increased due to miscalculations or if additional paving work is requested at or near each site.

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

ESTIMATED QUANTITIES: Award will be based on qualifications and total per square yard on all projects combined based on estimated square yards. Contract payment will be made by square yards completed. Price per square yard and tons to be used if square yardage are increased due to miscalculations or if additional work is requested at or near site. Estimated square yards shown are for bid purposes only.

F. Submittal Requirements

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

- Mailed or Dropped off Bid Packets: All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.
  - One (1) original bid with required forms manually signed by Respondent with original signatures
  - One (1) digital copy of the full bid packet with all required forms on a thumb drive
- Electronic Bids:
  - Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)
  - One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive.

Physical copy must be received in the Hays County Purchasing Office within 24 hours of proposal due date.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals will be publicly opened at the Office of the Hays County Auditor upon the deadline for submittal. Respondents, their representatives and interested persons may be present. All unofficial bid results will be posted on the following two sites, until an award has been made in Commissioners Court:

BidNet Direct: https://www.bidnetdirect.com/texas/hayscounty

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 Agent and the approval of Commissioners Court.

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

G. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract to a bidder on the basis of unit price low bid and/or the best value for the County. The County reserves the right to 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, if applicable
- Hays County's evaluation of vendor's ability to perform
- Vendor's references

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

CONTRACT: This bid, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. Only those communications that are in writing from the Purchasing Agent shall be considered as a duly authorized expression on behalf of the County. No oral agreements either expressed or implied will be considered in fulfilling this contract. No additional terms will become part of this contract with the exception of Commissioners Court approved change orders.

BIDDER AGREES, if this bid is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be ninety (90) calendar days.

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

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

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

H. Bond Requirements

BID BOND: A Bid Bond shall be submitted with your offer. It shall be in the amount of 5% of the total bid amount and 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 Agent within ten (10) calendar days of notification of contract award. Each shall be in the amount at least equal to the contract price, as security for the faithful performance and payment of all of contractor's obligations under the contract documents. Even though a contract may be awarded, no contract is deemed to exist until the proper Performance Bond has been received. The bonds are to be issued from a surety company holding a license from the State of Texas to act as a surety. These bonds shall remain in effect until final acceptance by the Engineer and until a Maintenance Bond, which will run for a period of two (2) years after the successful completion of all work under the contract and acceptance of Hays County, is obtained and provided to the county. A Maintenance Bond guarantees all work under the contract to be free from faulty materials and free from improper workmanship, and against injury from proper and usual wear, and guarantees to replace or to re-execute, without cost to Hays County, such work as may be found to be improper or imperfect, and to make good all damage caused to the other work of materials, due to such required replacement or re-execution. At your request, the Performance Bond shall be returned by the County upon completion of the contract and final acceptance of all items in the contract. Neither the final certificate, nor payment, nor any provision in the contract documents shall relieve the contractor of responsibility for neglect or faulty materials or workmanship during the period covered by the Maintenance Bond. If the awardee fails to perform any of the services required by the contract within ten (10) days of receipt of written demand for performance from County or if the awardee fails to correct or replace defective goods or products within ten (10) days from receipt of written demand, the contract is deemed BREACHED and is cause for termination of the contract. A contract terminated for cause results in retention of the Bond by County for liquidated damages.

I. Warranty of Performance

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

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

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

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

LIQUIDATED DAMAGES FOR DELAYS: If the work is not substantially complete by September 25, 2026, the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of $500 (five hundred dollars) for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

EXCUSABLE DELAYS: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

1. Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
2. Any acts of the County;
3. Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions;

Provided, however, that the Contractor promptly notifies the County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

IV. General Terms and Conditions for Solicitations Applicable To: Invitations for Bid (IFB)

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

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

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

4. INVOICING/PAYMENTS:
    a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
    b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
    c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
    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 Agent. The Purchasing Agent 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 Agent. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

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

the address provided herein. Notices issued by or to anyone other than the Purchasing Agent 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 Agent. County shall not be liable for loss of any profits anticipated under this Contract.

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

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

24. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

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

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

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds $100,000. By submitting a bid or proposal in response to this solicitation, the Respondent and its Principals, at the time of submission did not have an exclusion record created in the System for Award Management (SAM.gov) website, which indicates an individual or entity is prohibited from receiving federal contracts, subcontracts, and certain types of federal financial and non-financial assistance. In the event an exclusion record is created between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Agent. 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 Agent. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
    b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
        i. The Schedule of Items/Services
        ii. Terms and Conditions of Request for Proposals;
        iii. General Provisions;
        iv. Other provisions, whether incorporated by reference or otherwise; and
        v. The specifications.
    c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
    d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.
    e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
    f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.

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

32. MODIFICATIONS:
    a. The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
        i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
        ii. Method of shipment or packing.
        iii. Place of deliveries.
        iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
        v. Description of items to be provided.
        vi. Time of performance (i.e. hours of day, days of week, etc.)
    b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Agent decides that the facts justify it, the County Purchasing Agent 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. Any price increase proposed must be submitted forty-five (45) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation. Hays County will have fifteen (15) days, from the receipt of proposed price increases, to review any proposed price increases and reserves the right to approve or disapprove any request for increased prices. If Hays County disapproves the proposed price increases, the County will issue an intent to terminate, and the contract will not be renewed.

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

Automobile Liability:	
Bodily Injury (Each person)	$1,000,000.00
Bodily Injury (Each accident)	$1,000,000.00

Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
General Aggregate	$2,000,000.00
Product completed operations aggregate	$2,000,000.00
Bodily Injury (Each accident)	$2,000,000.00
Property Damage	$2,000,000.00

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

Excess Liability:	
Umbrella Form	$1,000,000.00

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

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

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

If you do not have access to the link provided above please or have any questions please contact Purchasing at 512-393-2267.

VII. Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict of Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

_____ _____ _____

Name of signatory Signature Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

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

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

a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.

b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.

c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.

5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:

    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.

    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.

    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.

    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.

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

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

Please sign for acknowledgement of the Hays County HUB Practices:

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

_____ _____

Signature of Company Representative Date

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

NOTARY SEAL

_____

Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

_____

Date

XI. Comptroller Divestment Statute Certification

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

_____

Company Name | Date

_____

Print Name of Company Representative | Signature of Company Representative

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the 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 organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2271 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2274 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

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Exclusion from Chapter 2274.002 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Certification Check Performed by Hays County Purchasing

_____

Company Name

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, certifies that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the following Statute Lists:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
  Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Israel Boycott Certification (TGC 2271.002)
  Pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Energy Company Boycott Certification (TGC 2274)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

_____

Print Name of Hays County Purchasing Representative

_____

Signature of Hays County Purchasing Representative

_____

Date IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

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

_____
Name of Firm

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

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

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

_____
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

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

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

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

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

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

_____
Name of Contracting Company

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

_____

_____ _____
Signature of Company Official Authorizing Bid/Offer Date

_____ _____
Printed Name Title

_____ _____
Email Address Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension (2 CFR 180.220)

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program- specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;

b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding $100,000 or a Federal loan or loan guarantee exceeding $150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401,

"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

11. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
b. Notification of violating facilities pursuant to EO 11738;
c. Protection of wetlands pursuant to EO 11990;
d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§7401 et seq.);
g. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
    - $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Telecommunications and Video Surveillance Services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

15. Domestic Preference for Procurements (§ 200.322)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES_____ NO_____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____Telephone: _____

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

XV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

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

_____

Hays Employee/Former Hays Employee Name Title

_____

Name of Person Related Title Relationship

Section D: No Known Relationships

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

_____

_____

_____

Attach additional pages if necessary.

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

_____
Name of Vendor

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

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

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

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

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

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

AGENDA ITEM REQUEST FORM: G. 37.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Stephanie Hunt, Aaron Jones

Sponsor: Commissioner Cohen

Agenda Item

Approve specifications for IFB 2026-B10 Shadow Creek, Black Forest Road - Remove and Replace Hot Mix and authorize Purchasing to advertise and solicit bids. **COHEN/A.JONES/HUNT**

Summary

Hays County issues this Invitation for Bid (IFB) to solicit bids to Remove existing 6” and replace with 4” of Type B Hot Mix and 2” Type D Hot Mix Overlay on Black Forest Road, located in the Shadow Creek Subdivision.

Attachments

IFB 2026-B10 Solicitation

SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
1901 Dutton Dr., Suite E
San Marcos, Texas 78666

Solicitation No.: **IFB 2026-B10 Shadow Creek, Black Forest Road – Remove and Replace Hot Mix**	**Date Issued: May 14, 2026**

SOLICITATION

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

12:00 p.m. local time June 8, 2026.

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

For information please email: purchasing.bids@hayscountytx.gov	Questions concerning this IFB must be received in writing no later than 5:00 on May 28, 2026.	Phone No.: (512) 393-2267

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

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

NOTICE OF AWARD (To be completed by County)

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

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

_____ _____
Hays County Judge Date

_____ _____
Hays County Clerk Date

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Attachment A: 2026-B10 Bid Form

Attachment B: Shadow Creek, Black Forest Road Map

Attachment C: TxDot Specifications

I. IFB Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

____ 1. Solicitation, Offer and Award Form

____ 2. Attachment A: IFB 2026-B10 Bid Form

____ 3. Vendor Reference Form

____ 4. Conflict of Interest Disclosure & Questionnaire

____ 5. Related Party Disclosure Form

____ 6. Any addenda applicable to this solicitation

____ 7. Bid Bond: 5% of total bid amount

Required Forms by Hays County:

____ 1. Code of Ethics

____ 2. HUB Practices

____ 3. House Bill 89 Verification

____ 4. Comptroller Divestment Statute Certification:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Prohibition of Discrimination against Firearm Companies or Firearm Trade Org. Certification (TGC 2274.002)

____ 5. Debarment & Licensing Certification

____ 6. Vendor/Bidder's Affirmation

____ 7. Federal Affirmations and Solicitation Acceptance

____ 8. System for Award Management (www.SAM.gov) Printout

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

____ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered, within 24 hours of proposal due date, in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to: **Hays County Purchasing, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

OR

____ 2. One (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to: **Hays County Purchasing, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

II. Summary

1. Type of Solicitation:	Invitation for Bid (IFB)
2. Solicitation Number:	IFB 2026-B10 Shadow Creek, Black Forest Road – Remove and Replace Hot Mix
3. Issuing Office:	Hays County Purchasing Office 1901 Dutton Dr., Suite E San Marcos, TX 78666
4. Responses to Solicitation:	Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope Manual: One (1) Original and one (1) digital copy on a thumb drive, or Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received within 24 hours of due date.
5. Deadline for Responses:	In issuing office no later than: **June 8, 2026; 12:00 p.m. Central Time (CT)**
6. Pre-Bid Meeting:	**Wednesday, May 27, 2026 @ 9:00 AM (CT)** Hays County Transportation Department 2171 Yarrington Road, Kyle, TX 78640
7. Initial Contract Term:	**Award July 2026, must be completed by September 25, 2026**
8. Bonding Requirements	Bid bond: 5% of total bid amount, due at bid submittal Performance Bond: 100% of Contract Price, due 10 days within contract execution Payment Bond: 100% of Contract Price, due 10 days within contract execution
9. Designated Contact:	Hays County Purchasing Email: purchasing.bids@hayscountytx.gov
10. Questions & Answers:	Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than May 28, 2026; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this solicitation, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such

materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.
have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

11. Addenda

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

12. Contact with County Staff:

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

13. Websites:

Plans, Specifications, and Bidding documents for pre-qualified bidders and interested non-bidders may be secured from the following websites:
www.bidnetdirect.com/hayscounty,
http://www.txsmartbuy.com/sp,
https://www.sanmarcostx.gov/Bids.aspx

Anticipated Schedule of Events

May 12, 2026	Court Approval
May 14, 2026	Issuance of IFB
May 27, 2026	Pre-Bid Meeting (9:00 AM CT)
May 28, 2026	Deadline for Submission of Questions (5:00 PM CT)
June 8, 2026	Deadline for Submission of Proposals (12:00 p.m. CT) **Late bids will not be accepted.**
July 2026	Anticipated contract award date

III. Specifications

A. Introduction

Hays County issues this Invitation for Bid (IFB) to solicit bids to Remove existing 6" and replace with 4" of Type B Hot Mix and 2" Type D Hot Mix Overlay on Black Forest Road, located in the Shadow Creek Subdivision.

B. Scope of Work

Special Specification:

- Specification Item 351, SS 3076, SS 3077, and SS 3084 of the Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges shall govern this project. A TRAIL tack coat placed prior to paving with Type D mix is specified. Contractor shall provide QA/QC with the required bulk samples and cores per specification for each day's work for conformance with density and specification requirements.

Milling/ B mix Paving:

- In locations determined by the Hays County Representative pavement will be milled to 6" of depth from existing paving. The Contractor will be responsible for repairs/damage to utilities while removing around manhole castings to a depth of 6". The Contractor will provide the trucking and dumpsite for haul off materials. After milling the location will be free of loose material and a tack coat applied to the gutter face and manholes prior to paving. The Contractor will be responsible to provide safe access for resident's driveways prior to B mix installation. B mix shall not be placed until underlying base is approved by Hays County. Proof rolling of the prepared base may be required, rutting or pumping will require rework. 4" of TXDOT Special Specification 3076 Type B shall be placed and compacted per specifications.

Overlay Paving Operations:

- A TRAIL tack coat to be applied along with curb/pavement edges and manhole rings followed by a 2" overlay of TXDOT Special Specification 3077 D mix. Finished pavement will match existing curb, manhole and pavement unless specified by the County Representative. Paving will be conducted per specifications.

Post-Paving Cleanup:

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

Traffic Control/Safety Operations:

- Safety warning signage, flagger operations, pilot cars, reflective tabs, and traffic control shall be the responsibility of the Contractor and shall meet TxDOT standards.

Scheduling:

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

All named roadways shall be completed no later than:

- September 25, 2026

Notification:

- One week prior to paving the Contractor shall notify all residents of upcoming operations with message boards at each end of project along with fliers/doorhangers, giving instructions regarding the paving operations.

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

C. Project Description

Paving Worksites: Bid according to bid sheet instructions:

1. Black Forest Road
   a. Mill 6" depth
   b. Replace 4" (B mix) 2,500 SYD
2. Black Forest Road 2" Overlay
   a. 2" D mix overlay 2,500 SYD
   b. Trail tack to be applied prior to overlay
3. Contractor is responsible for removing, by milling to a depth of 6".
   a. Milling Operations: Contractor is responsible for milling, rolling, and otherwise preparing the underlying base to accept the new hot mix surface. Edges will be tacked.
   b. Contractor will be responsible for utility locates and any damages/repairs to utilities.
   c. **The Contractor will provide trucking and haul off site for materials.**
   d. Reference Attachment B: Shadow Creek, Black Forest Road Map (locations are estimated/actual locations will be determined by a Hays County Representative)
   e. B mix shall not be placed until underlying prepared base is approved by Hays County. Proof rolling of the prepared base may be required, rutting or pumping will require rework.

D. Qualifications

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

- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award
- Have the proper equipment to fulfill the terms and conditions of this contract such as proper equipment for weighing materials, loading materials, delivering materials, etc.
- Does not owe any back taxes within Hays County
- Is normally engaged in this type of business
- Is familiar with and will abide by all laws, regulations, and customs applicable to this type of service.
- All licenses or permits required by a State, County, or other governmental authority shall be secured by Contractor at its sole cost and expense.

REFERENCES: Hays County requires respondent to supply with the proposal, a list of at least three (3) references where like services have been supplied by their company for a county or company of similar size within the last five (5) years. Include name of company, address, telephone number and name of representative.

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

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise have an exclusion record created in the System for Award Management (SAM) website. Include verification that the company as well as the company's principals are not listed (are not debarred)

through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

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

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

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

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

E. Attachment A: IFB 2026-B10 Bid Form

Respondent must provide its total bid amount by completing the mandatory bid form included as Attachment A: IFB 2026-B10 Bid Form.

Per Square Yard Bid for project:

- Pricing per square yard should include a turn-key install and include all costs of the project.
- Submit bid pricing as cost per square yard of all locations combined.
- Award will be based on qualifications and total square yard bid for all projects combined based on estimated square yardage. Contract payment will be made by square yards completed. Price per square yard and ton to be used if square yardage is increased due to miscalculations or if additional paving work is requested at or near each site.

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

ESTIMATED QUANTITIES: Award will be based on qualifications and total per square yard on all projects combined based on estimated square yards. Contract payment will be made by square yards completed. Price per square yard and tons to be used if square yardage are increased due to miscalculations or if additional work is requested at or near site. Estimated square yards shown are for bid purposes only.

F. Submittal Requirements

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

- Mailed or Dropped off Bid Packets: All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.
  - One (1) original bid with required forms manually signed by Respondent with original signatures
  - One (1) digital copy of the full bid packet with all required forms on a thumb drive
- Electronic Bids:
  - Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)
  - One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive.

Physical copy must be received in the Hays County Purchasing Office within 24 hours of proposal due date.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals will be publicly opened at the Office of the Hays County Auditor upon the deadline for submittal. Respondents, their representatives and interested persons may be present. All unofficial bid results will be posted on the following two sites, until an award has been made in Commissioners Court:

BidNet Direct: https://www.bidnetdirect.com/texas/hayscounty

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 Agent and the approval of Commissioners Court.

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

G. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract to a bidder on the basis of unit price low bid and/or the best value for the County. The County reserves the right to 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, if applicable
- Hays County's evaluation of vendor's ability to perform
- Vendor's references

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

CONTRACT: This bid, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. Only those communications that are in writing from the Purchasing Agent shall be considered as a duly authorized expression on behalf of the County. No oral agreements either expressed or implied will be considered in fulfilling this contract. No additional terms will become part of this contract with the exception of Commissioners Court approved change orders.

BIDDER AGREES, if this bid is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be ninety (90) calendar days.

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

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

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

H. Bond Requirements

BID BOND: A Bid Bond shall be submitted with your offer. It shall be in the amount of 5% of the total bid amount and 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 Agent within ten (10) calendar days of notification of contract award. Each shall be in the amount at least equal to the contract price, as security for the faithful performance and payment of all of contractor's obligations under the contract documents. Even though a contract may be awarded, no contract is deemed to exist until the proper Performance Bond has been received. The bonds are to be issued from a surety company holding a license from the State of Texas to act as a surety. These bonds shall remain in effect until final acceptance by the Engineer and until a Maintenance Bond, which will run for a period of two (2) years after the successful completion of all work under the contract and acceptance of Hays County, is obtained and provided to the county. A Maintenance Bond guarantees all work under the contract to be free from faulty materials and free from improper workmanship, and against injury from proper and usual wear, and guarantees to replace or to re-execute, without cost to Hays County, such work as may be found to be improper or imperfect, and to make good all damage caused to the other work of materials, due to such required replacement or re-execution. At your request, the Performance Bond shall be returned by the County upon completion of the contract and final acceptance of all items in the contract. Neither the final certificate, nor payment, nor any provision in the contract documents shall relieve the contractor of responsibility for neglect or faulty materials or workmanship during the period covered by the Maintenance Bond. If the awardee fails to perform any of the services required by the contract within ten (10) days of receipt of written demand for performance from County or if the awardee fails to correct or replace defective goods or products within ten (10) days from receipt of written demand, the contract is deemed BREACHED and is cause for termination of the contract. A contract terminated for cause results in retention of the Bond by County for liquidated damages.

I. Warranty of Performance

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

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

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

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

LIQUIDATED DAMAGES FOR DELAYS: If the work is not substantially complete by September 25, 2026, the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of $500 (five hundred dollars) for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

EXCUSABLE DELAYS: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

1. Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
2. Any acts of the County;
3. Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions;

Provided, however, that the Contractor promptly notifies the County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

IV. General Terms and Conditions for Solicitations Applicable To: Invitations for Bid (IFB)

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

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

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

4. INVOICING/PAYMENTS:
    a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
    b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
    c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
    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 Agent. The Purchasing Agent 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 Agent. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

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

the address provided herein. Notices issued by or to anyone other than the Purchasing Agent 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 Agent. County shall not be liable for loss of any profits anticipated under this Contract.

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

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

24. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

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

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

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds $100,000. By submitting a bid or proposal in response to this solicitation, the Respondent and its Principals, at the time of submission did not have an exclusion record created in the System for Award Management (SAM.gov) website, which indicates an individual or entity is prohibited from receiving federal contracts, subcontracts, and certain types of federal financial and non-financial assistance. In the event an exclusion record is created between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Agent. 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 Agent. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
    b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
        i. The Schedule of Items/Services
        ii. Terms and Conditions of Request for Proposals;
        iii. General Provisions;
        iv. Other provisions, whether incorporated by reference or otherwise; and
        v. The specifications.
    c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
    d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.
    e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
    f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.

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

32. MODIFICATIONS:
    a. The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
        i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
        ii. Method of shipment or packing.
        iii. Place of deliveries.
        iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
        v. Description of items to be provided.
        vi. Time of performance (i.e. hours of day, days of week, etc.)
    b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Agent decides that the facts justify it, the County Purchasing Agent 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. Any price increase proposed must be submitted forty-five (45) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation. Hays County will have fifteen (15) days, from the receipt of proposed price increases, to review any proposed price increases and reserves the right to approve or disapprove any request for increased prices. If Hays County disapproves the proposed price increases, the County will issue an intent to terminate, and the contract will not be renewed.

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

Automobile Liability:	
Bodily Injury (Each person)	$1,000,000.00
Bodily Injury (Each accident)	$1,000,000.00

Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
General Aggregate	$2,000,000.00
Product completed operations aggregate	$2,000,000.00
Bodily Injury (Each accident)	$2,000,000.00
Property Damage	$2,000,000.00

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

Excess Liability:	
Umbrella Form	$1,000,000.00

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

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

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

If you do not have access to the link provided above please or have any questions please contact Purchasing at 512-393-2267.

VII. Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict of Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Name of signatory | Signature | Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

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

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

a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.

b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.

c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.

5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:

    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.

    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.

    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.

    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.

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

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

Please sign for acknowledgement of the Hays County HUB Practices:

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

_____ _____

Signature of Company Representative Date

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

NOTARY SEAL

_____

Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

_____

Date

XI. Comptroller Divestment Statute Certification

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

_____

Company Name | Date

_____

Print Name of Company Representative | Signature of Company Representative

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the 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 organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

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Exclusion from Chapter 2271 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

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Exclusion from Chapter 2274 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

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Exclusion from Chapter 2274.002 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Certification Check Performed by Hays County Purchasing

_____

Company Name

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, certifies that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the following Statute Lists:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
  Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Israel Boycott Certification (TGC 2271.002)
  Pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Energy Company Boycott Certification (TGC 2274)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

_____

Print Name of Hays County Purchasing Representative

_____

Signature of Hays County Purchasing Representative

_____

Date IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

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

_____
Name of Firm

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

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

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

_____
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

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

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

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

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

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

_____
Name of Contracting Company

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

_____

_____ _____
Signature of Company Official Authorizing Bid/Offer Date

_____ _____
Printed Name Title

_____ _____
Email Address Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension (2 CFR 180.220)

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program- specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;

b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding $100,000 or a Federal loan or loan guarantee exceeding $150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401,

"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

11. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
b. Notification of violating facilities pursuant to EO 11738;
c. Protection of wetlands pursuant to EO 11990;
d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§7401 et seq.);
g. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
    - $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Telecommunications and Video Surveillance Services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

15. Domestic Preference for Procurements (§ 200.322)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES_____ NO_____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____Telephone: _____

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

XV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

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

_____

Hays Employee/Former Hays Employee Name Title

_____

Name of Person Related Title Relationship

Section D: No Known Relationships

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

_____

_____

_____

Attach additional pages if necessary.

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

_____
Name of Vendor

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

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

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

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

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

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

AGENDA ITEM REQUEST FORM: G. 38.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Aaron Jones, Stephanie Hunt

Sponsor: Commissioner Hammer

Agenda Item

Approve specifications for IFB 2026-B11 Jacobs Well Road - Remove and Replace Hot Mix and authorize Purchasing to advertise and solicit bids. **HAMMER/A.JONES/HUNT**

Summary

Hays County issues this Invitation for Bid (IFB) to solicit bids to Remove existing 6” and replace with 4” of Type B Hot Mix and 2” Type D Hot Mix Overlay on Jacobs Well Road.

Attachments

IFB 2026-B11 Solicitation

SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
1901 Dutton Dr., Suite E
San Marcos, Texas 78666

Solicitation No.: **IFB 2026-B11 Jacobs Well Road – Remove and Replace Hot Mix**	**Date Issued: May 14, 2026**

SOLICITATION

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

1:00 p.m. local time June 8, 2026.

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

For information please email: purchasing.bids@hayscountytx.gov	Questions concerning this IFB must be received in writing no later than 5:00 on May 28, 2026.	Phone No.: (512) 393-2267

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

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

NOTICE OF AWARD (To be completed by County)

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

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

_____ _____
Hays County Judge Date

_____ _____
Hays County Clerk Date

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Attachment A: 2026-B11 Bid Form

Attachment B: Jacobs Well Road Map

Attachment C: TxDot Specifications

I. IFB Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

____ 1. Solicitation, Offer and Award Form

____ 2. Attachment A: IFB 2026-B11 Bid Form

____ 3. Vendor Reference Form

____ 4. Conflict of Interest Disclosure & Questionnaire

____ 5. Related Party Disclosure Form

____ 6. Any addenda applicable to this solicitation

____ 7. Bid Bond: 5% of total bid amount

Required Forms by Hays County:

____ 1. Code of Ethics

____ 2. HUB Practices

____ 3. House Bill 89 Verification

____ 4. Comptroller Divestment Statute Certification:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Prohibition of Discrimination against Firearm Companies or Firearm Trade Org. Certification (TGC 2274.002)

____ 5. Debarment & Licensing Certification

____ 6. Vendor/Bidder's Affirmation

____ 7. Federal Affirmations and Solicitation Acceptance

____ 8. System for Award Management (www.SAM.gov) Printout

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

____ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered, within 24 hours of proposal due date, in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to: **Hays County Purchasing, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

OR

____ 2. One (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to: **Hays County Purchasing, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

II. Summary

1. Type of Solicitation:	Invitation for Bid (IFB)
2. Solicitation Number:	IFB 2026-B11 Jacobs Well Road – Remove and Replace Hot Mix
3. Issuing Office:	Hays County Purchasing Office 1901 Dutton Dr., Suite E San Marcos, TX 78666
4. Responses to Solicitation:	Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope Manual: One (1) Original and one (1) digital copy on a thumb drive, or Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received within 24 hours of due date.
5. Deadline for Responses:	In issuing office no later than: **June 8, 2026; 1:00 p.m. Central Time (CT)**
6. Pre-Bid Meeting:	**Wednesday, May 27, 2026 @ 9:00 AM (CT)** Hays County Transportation Department 2171 Yarrington Road, Kyle, TX 78640
7. Initial Contract Term:	**Award July 2026, must be completed by September 25, 2026**
8. Bonding Requirements	Bid bond: 5% of total bid amount, due at bid submittal Performance Bond: 100% of Contract Price, due 10 days within contract execution Payment Bond: 100% of Contract Price, due 10 days within contract execution
9. Designated Contact:	Hays County Purchasing Email: purchasing.bids@hayscountytx.gov
10. Questions & Answers:	Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than May 28, 2026; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this solicitation, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such

materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.
have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

11. Addenda

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

12. Contact with County Staff:

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

13. Websites:

Plans, Specifications, and Bidding documents for pre-qualified bidders and interested non-bidders may be secured from the following websites:
www.bidnetdirect.com/hayscounty,
http://www.txsmartbuy.com/sp,
https://www.sanmarcostx.gov/Bids.aspx

Anticipated Schedule of Events

May 12, 2026	Court Approval
May 14, 2026	Issuance of IFB
May 27, 2026	Pre-Bid Meeting (9:00 AM CT)
May 28, 2026	Deadline for Submission of Questions (5:00 PM CT)
June 8, 2026	Deadline for Submission of Proposals (1:00 p.m. CT) **Late bids will not be accepted.**
July 2026	Anticipated contract award date

III. Specifications

A. Introduction

Hays County issues this Invitation for Bid (IFB) to solicit bids to Remove existing 6" and replace with 4" of Type B Hot Mix and 2" Type D Hot Mix Overlay on Jacobs Well Road.

B. Scope of Work

Special Specification:

- Specification Item 351, SS 3076, SS 3077, and SS 3084 of the Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges shall govern this project. A TRAIL tack coat placed prior to paving with Type D mix is specified. Contractor shall provide QA/QC with the required bulk samples and cores per specification for each day's work for conformance with density and specification requirements.

Milling/ B mix Paving:

- In locations determined by the Hays County Representative pavement will be milled to 6" of depth from existing paving. The Contractor will provide the trucking and dumpsite for haul off materials. After milling the location will be free of loose material and a tack coat applied to the gutter face and manholes prior to paving. The Contractor will be responsible to provide safe access for resident's driveways prior to B mix installation. B mix shall not be placed until underlying base is approved by Hays County. Proof rolling of the prepared base may be required, rutting or pumping will require rework. 4" of TXDOT Special Specification 3076 Type B shall be placed and compacted per specifications.

Overlay Paving Operations:

- A TRAIL tack coat to be applied along with curb/pavement edges and manhole rings followed by a 2" overlay of TXDOT Special Specification 3077 D mix. Finished pavement will match existing curb, manhole and pavement unless specified by the County Representative. Paving will be conducted per specifications.

Post-Paving Cleanup:

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

Traffic Control/Safety Operations:

- Safety warning signage, flagger operations, pilot cars, reflective tabs, and traffic control shall be the responsibility of the Contractor and shall meet TxDOT standards.

Scheduling:

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

All named roadways shall be completed no later than:

- September 25, 2026

Notification:

- One week prior to paving the Contractor shall notify all residents of upcoming operations with message boards at each end of project along with fliers/doorhangers, giving instructions regarding the paving operations.

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

C. Project Description

Paving Worksites: Bid according to bid sheet instructions:

1. Jacobs Well Road
   a. Mill 6" depth
   b. Replace 4" (B mix) 7,100 SYD
2. Jacobs Well Road 2" Overlay
   a. 2" D mix overlay 7,100 SYD
   b. Trail tack to be applied prior to overlay
3. Contractor is responsible for removing, by milling to a depth of 6".
   a. Milling Operations: Contractor is responsible for milling, rolling, and otherwise preparing the underlying base to accept the new hot mix surface. Edges will be tacked.
   b. Contractor will be responsible for utility locates and any damages/repairs to utilities.
   c. **The Contractor will provide trucking and haul off site for materials.**
   d. Reference Attachment B: Jacobs Well Road Map (locations are estimated/actual locations will be determined by a Hays County Representative)
   e. B mix shall not be placed until underlying prepared base is approved by Hays County. Proof rolling of the prepared base may be required, rutting or pumping will require rework.

D. Qualifications

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

- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award
- Have the proper equipment to fulfill the terms and conditions of this contract such as proper equipment for weighing materials, loading materials, delivering materials, etc.
- Does not owe any back taxes within Hays County
- Is normally engaged in this type of business
- Is familiar with and will abide by all laws, regulations, and customs applicable to this type of service.
- All licenses or permits required by a State, County, or other governmental authority shall be secured by Contractor at its sole cost and expense.

REFERENCES: Hays County requires respondents to supply with the proposal, a list of at least three (3) references where like services have been supplied by their company for a county or company of similar size within the last five (5) years. Include name of company, address, telephone number and name of representative.

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

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

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

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

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

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

E. Attachment A: IFB 2026-B11 Bid Form

Respondents must provide their total bid amount by completing the mandatory bid form included as Attachment A: IFB 2026-B11 Bid Form.

Per Square Yard Bid for project:

- Pricing per square yard should include a turn-key install and include all costs of the project.
- Submit bid pricing as cost per square yard of all locations combined.
- Award will be based on qualifications and total square yard bid for all projects combined based on estimated square yardage. Contract payment will be made by square yards completed. Price per square yard to be used if square yardage is increased due to miscalculations or if additional paving work is requested at or near each site.

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

ESTIMATED QUANTITIES: Award will be based on qualifications and total per square yard on all projects combined based on estimated square yards. Contract payment will be made by square yards completed. Price per square yard to be used if square yardage is increased due to miscalculations or if additional work is requested at or near site. Estimated square yards shown are for bid purposes only.

F. Submittal Requirements

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

- Mailed or Dropped off Bid Packets: All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.
  - One (1) original bid with required forms manually signed by Respondent with original signatures
  - One (1) digital copy of the full bid packet with all required forms on a thumb drive
- Electronic Bids:
  - Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)
  - One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive. Physical copy must be received in the Hays County Purchasing Office within 24 hours of proposal due date.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals will be publicly opened at the Office of the Hays County Auditor upon the deadline for submittal. Respondents, their representatives and interested persons may be present. All unofficial bid results will be posted on the following two sites, until an award has been made in Commissioners Court:

BidNet Direct: https://www.bidnetdirect.com/texas/hayscounty

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 Agent and the approval of Commissioners Court.

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

G. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract to a bidder on the basis of unit price low bid and/or the best value for the County. The County reserves the right to 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, if applicable
- Hays County's evaluation of vendor's ability to perform
- Vendor's references

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

CONTRACT: This bid, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. Only those communications that are in writing from the Purchasing Agent shall be considered as a duly authorized expression on behalf of the County. No oral agreements either expressed or implied will be considered in fulfilling this contract. No additional terms will become part of this contract with the exception of Commissioners Court approved change orders.

BIDDER AGREES, if this bid is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be ninety (90) calendar days.

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

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

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

H. Bond Requirements

BID BOND: A Bid Bond shall be submitted with your offer. It shall be in the amount of 5% of the total bid amount and 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 Agent within ten (10) calendar days of notification of contract award. Each shall be in the amount at least equal to the contract price, as security for the faithful performance and payment of all of contractor's obligations under the contract documents. Even though a contract may be awarded, no contract is deemed to exist until the proper Performance Bond has been received. The bonds are to be issued from a surety company holding a license from the State of Texas to act as a surety. These bonds shall remain in effect until final acceptance by the Engineer and until a Maintenance Bond, which will run for a period of two (2) years after the successful completion of all work under the contract and acceptance of Hays County, is obtained and provided to the county. A Maintenance Bond guarantees all work under the contract to be free from faulty materials and free from improper workmanship, and against injury from proper and usual wear, and guarantees to replace or to re-execute, without cost to Hays County, such work as may be found to be improper or imperfect, and to make good all damage caused to the other work of materials, due to such required replacement or re-execution. At your request, the Performance Bond shall be returned by the County upon completion of the contract and final acceptance of all items in the contract. Neither the final certificate, nor payment, nor any provision in the contract documents shall relieve the contractor of responsibility for neglect or faulty materials or workmanship during the period covered by the Maintenance Bond. If the awardee fails to perform any of the services required by the contract within ten (10) days of receipt of written demand for performance from County or if the awardee fails to correct or replace defective goods or products within ten (10) days from receipt of written demand, the contract is deemed BREACHED and is cause for termination of the contract. A contract terminated for cause results in retention of the Bond by County for liquidated damages.

I. Warranty of Performance

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

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

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

LIQUIDATED DAMAGES FOR DELAYS: If the work is not substantially complete by September 25, 2026, the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of $500 (five hundred dollars) for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

EXCUSABLE DELAYS: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

1. Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
2. Any acts of the County;
3. Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions;

Provided, however, that the Contractor promptly notifies the County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

IV. General Terms and Conditions for Solicitations Applicable To: Invitations for Bid (IFB)

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

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

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

4. INVOICING/PAYMENTS:
    a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
    b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
    c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
    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 Agent. The Purchasing Agent 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 Agent. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

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

the address provided herein. Notices issued by or to anyone other than the Purchasing Agent 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 Agent. County shall not be liable for loss of any profits anticipated under this Contract.

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

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

24. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

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

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

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds $100,000. By submitting a bid or proposal in response to this solicitation, the Respondent and its Principals, at the time of submission did not have an exclusion record created in the System for Award Management (SAM.gov) website, which indicates an individual or entity is prohibited from receiving federal contracts, subcontracts, and certain types of federal financial and non-financial assistance. In the event an exclusion record is created between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Agent. 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 Agent. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
    b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
        i. The Schedule of Items/Services
        ii. Terms and Conditions of Request for Proposals;
        iii. General Provisions;
        iv. Other provisions, whether incorporated by reference or otherwise; and
        v. The specifications.
    c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
    d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.
    e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
    f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.

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

32. MODIFICATIONS:
    a. The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
        i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
        ii. Method of shipment or packing.
        iii. Place of deliveries.
        iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
        v. Description of items to be provided.
        vi. Time of performance (i.e. hours of day, days of week, etc.)
    b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Agent decides that the facts justify it, the County Purchasing Agent 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. Any price increase proposed must be submitted forty-five (45) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation. Hays County will have fifteen (15) days, from the receipt of proposed price increases, to review any proposed price increases and reserves the right to approve or disapprove any request for increased prices. If Hays County disapproves the proposed price increases, the County will issue an intent to terminate, and the contract will not be renewed.

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

Automobile Liability:	
Bodily Injury (Each person)	$1,000,000.00
Bodily Injury (Each accident)	$1,000,000.00

Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
General Aggregate	$2,000,000.00
Product completed operations aggregate	$2,000,000.00
Bodily Injury (Each accident)	$2,000,000.00
Property Damage	$2,000,000.00

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

Excess Liability:	
Umbrella Form	$1,000,000.00

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

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

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

If you do not have access to the link provided above please or have any questions please contact Purchasing at 512-393-2267.

VII. Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict of Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Name of signatory	Signature	Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

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

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

a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.

b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.

c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.

5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:

    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.

    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.

    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.

    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.

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

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

Please sign for acknowledgement of the Hays County HUB Practices:

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

_____ _____

Signature of Company Representative Date

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

NOTARY SEAL

_____

Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

_____

Date

XI. Comptroller Divestment Statute Certification

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

_____

Company Name | Date

_____

Print Name of Company Representative | Signature of Company Representative

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the 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 organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2271 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2274 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2274.002 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Certification Check Performed by Hays County Purchasing

_____

Company Name

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, certifies that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the following Statute Lists:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
  Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Israel Boycott Certification (TGC 2271.002)
  Pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Energy Company Boycott Certification (TGC 2274)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

_____

Print Name of Hays County Purchasing Representative

_____

Signature of Hays County Purchasing Representative

_____

Date IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

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

_____
Name of Firm

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

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

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

_____
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

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

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

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

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

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

_____
Name of Contracting Company

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

_____

_____ _____
Signature of Company Official Authorizing Bid/Offer Date

_____ _____
Printed Name Title

_____ _____
Email Address Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension (2 CFR 180.220)

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program- specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;

b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding $100,000 or a Federal loan or loan guarantee exceeding $150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401,

"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

11. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
b. Notification of violating facilities pursuant to EO 11738;
c. Protection of wetlands pursuant to EO 11990;
d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§7401 et seq.);
g. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
    - $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Telecommunications and Video Surveillance Services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

15. Domestic Preference for Procurements (§ 200.322)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES_____ NO_____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____Telephone: _____

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

XV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

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

_____

Hays Employee/Former Hays Employee Name Title

_____

Name of Person Related Title Relationship

Section D: No Known Relationships

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

_____

_____

_____

Attach additional pages if necessary.

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

_____
Name of Vendor

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

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

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

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

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

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

AGENDA ITEM REQUEST FORM: G. 39.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Stephanie Hunt, Aaron Jones

Sponsor: Commissioner Ingalsbe

Agenda Item

Approve specifications for IFB 2026-B12 Creeks Landing - Hot Mix Overlay and authorize Purchasing to advertise and solicit bids. **INGALSBE/A.JONES/HUNT**

Summary

Hays County issues this Invitation for Bid (IFB) to solicit bids for a 2” Hot Mix Overlay of all streets within Creeks Landing Subdivision.

Attachments

IFB 2026-B12 Solicitation

SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
1901 Dutton Dr., Suite E
San Marcos, Texas 78666

Solicitation No.: **IFB 2026-B12 Creeks Landing – Hot Mix Overlay**	**Date Issued: May 14, 2026**

SOLICITATION

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

2:00 p.m. local time June 8, 2026.

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

For information please email: purchasing.bids@hayscountytx.gov	Questions concerning this IFB must be received in writing no later than 5:00 on May 28, 2026.	Phone No.: (512) 393-2267

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

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

NOTICE OF AWARD (To be completed by County)

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

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

_____ _____
Hays County Judge Date

_____ _____
Hays County Clerk Date

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Attachment A: 2026-B12 Bid Form

Attachment B: Creeks Landing Road Map

Attachment C: TxDOT Specifications

I. IFB Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

____ 1. Solicitation, Offer and Award Form

____ 2. Attachment A: IFB 2026-B12 Bid Form

____ 3. Vendor Reference Form

____ 4. Conflict of Interest Disclosure & Questionnaire

____ 5. Related Party Disclosure Form

____ 6. Any addenda applicable to this solicitation

____ 7. Bid Bond: 5% of total bid amount

Required Forms by Hays County:

____ 1. Code of Ethics

____ 2. HUB Practices

____ 3. House Bill 89 Verification

____ 4. Comptroller Divestment Statute Certification:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Prohibition of Discrimination against Firearm Companies or Firearm Trade Org. Certification (TGC 2274.002)

____ 5. Debarment & Licensing Certification

____ 6. Vendor/Bidder's Affirmation

____ 7. Federal Affirmations and Solicitation Acceptance

____ 8. System for Award Management (www.SAM.gov) Printout

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

____ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered, within 24 hours of proposal due date, in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to: **Hays County Purchasing, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

OR

____ 2. One (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to: **Hays County Purchasing, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

II. Summary

1. Type of Solicitation:	Invitation for Bid (IFB)
2. Solicitation Number:	IFB 2026-B12 Creeks Landing – Hot Mix Overlay
3. Issuing Office:	Hays County Purchasing Office 1901 Dutton Dr., Suite E San Marcos, TX 78666
4. Responses to Solicitation:	Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope Manual: One (1) Original and one (1) digital copy on a thumb drive, or Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received within 24 hours of due date.
5. Deadline for Responses:	In issuing office no later than: **June 8, 2026; 2:00 p.m. Central Time (CT)**
6. Pre-Bid Meeting:	**Wednesday, May 27, 2026 @ 9:00 AM (CT)** Hays County Transportation Department 2171 Yarrington Road, Kyle, TX 78640
7. Initial Contract Term:	**Award July 2026, must be completed by September 25, 2026**
8. Bonding Requirements	Bid bond: 5% of total bid amount, due at bid submittal Performance Bond: 100% of Contract Price, due 10 days within contract execution Payment Bond: 100% of Contract Price, due 10 days within contract execution
9. Designated Contact:	Hays County Purchasing Email: purchasing.bids@hayscountytx.gov
10. Questions & Answers:	Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than May 28, 2026; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this solicitation, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual

respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.
have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

11. Addenda

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

12. Contact with County Staff:

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

13. Websites:

Plans, Specifications, and Bidding documents for pre-qualified bidders and interested non-bidders may be secured from the following websites:
www.bidnetdirect.com/hayscounty,
http://www.txsmartbuy.com/sp,
https://www.sanmarcostx.gov/Bids.aspx

Anticipated Schedule of Events

May 12, 2026	Court Approval
May 14, 2026	Issuance of IFB
May 27, 2026	Pre-Bid Meeting (9:00 AM CT)
May 28, 2026	Deadline for Submission of Questions (5:00 p.m. CT)
June 8, 2026	Deadline for Submission of Proposals (2:00 p.m. CT) **Late bids will not be accepted.**
July 2026	Anticipated contract award date

III. Specifications

A. Introduction

Hays County issues this Invitation for Bid (IFB) to solicit bids for a 2" Hot Mix Overlay of all streets within Creeks Landing Subdivision.

B. Scope of Work

Special Specification:

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

Preparation of Paving:

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

Paving Operations:

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

Post-Paving Cleanup:

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

Traffic Control/Safety Operations:

- Safety warning signage, flagger operations, pilot cars, reflective tabs, and traffic control shall be the responsibility of the Contractor and shall meet TxDOT standards.

Scheduling:

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

All named roadways shall be completed no later than:

- September 25, 2026

Notification:

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

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

C. Project Description

Paving Worksites: Bid according to bid sheet instructions:

1. Creeks Landing
   a. Creeks Landing 2219' x 28' x 2' plus 50' radius cul-de-sac
   b. Joe Robinson Drive 1837' x 26' x 2' plus 50' radius cul-de-sac

2. Contractor is responsible for removing, by milling to a depth of 2", pavement at locations tying into areas outside overlay limits.
    a. Milling Operations: Contractor is responsible for milling, rolling, and otherwise preparing the underlying base to accept the new hot mix surface.
    b. **The Contractor will provide trucking and haul off site for materials.**
    c. Reference Attachment B: Creeks Landing Road Map (locations are estimated/actual locations will be determined by a Hays County Representative)

D. Qualifications

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

- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award
- Have the proper equipment to fulfill the terms and conditions of this contract such as proper equipment for weighing materials, loading materials, delivering materials, etc.
- Does not owe any back taxes within Hays County
- Is normally engaged in this type of business
- Is familiar with and will abide by all laws, regulations, and customs applicable to this type of service.
- All licenses or permits required by a State, County, or other governmental authority shall be secured by Contractor at its sole cost and expense.

REFERENCES: Hays County requires respondent to supply with the proposal, a list of at least three (3) references where like services have been supplied by their company for a county or company of similar size within the last five (5) years. Include name of company, address, telephone number and name of representative.

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

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

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

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

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

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

E. Attachment A: IFB 2026-B12 Bid Form

Respondent must provide its total bid amount by completing the mandatory bid form included as Attachment A: IFB 2026-B12 Bid Form.

Per Ton Bid for project:

- Pricing per ton should include a turn-key install and include all costs of the project.
- Submit bid pricing as cost per ton of all locations combined.
- Award will be based on qualifications and total ton bid for all projects combined based on estimated tonnage. Contract payment will be made by tons completed. Price per ton to be used if tonnage is increased due to miscalculations or if additional paving work is requested at or near each site.

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

ESTIMATED QUANTITIES: Award will be based on qualifications and total per tonnage on all projects combined based on estimated tonnage. Contract payment will be made by tonnage completed. Price per ton to be used if tonnage is increased due to miscalculations or if additional work is requested at or near site. Estimated tonnage shown are for bid purposes only.

F. Submittal Requirements

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

- Mailed or Dropped off Bid Packets: All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.
  - One (1) original bid with required forms manually signed by Respondent with original signatures
  - One (1) digital copy of the full bid packet with all required forms on a thumb drive
- Electronic Bids:
  - Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)
  - One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive. Physical copy must be received in the Hays County Purchasing Office within 24 hours of proposal due date.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals will be publicly opened at the Office of the Hays County Auditor upon the deadline for submittal. Respondents, their representatives and interested persons may be present. All unofficial bid results will be posted on the following two sites, until an award has been made in Commissioners Court:

BidNet Direct: https://www.bidnetdirect.com/texas/hayscounty

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 Agent and the approval of Commissioners Court.

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

G. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract to a bidder on the basis of unit price low bid and/or the best value for the County. The County reserves the right to 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, if applicable
- Hays County's evaluation of vendor's ability to perform
- Vendor's references

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

CONTRACT: This bid, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. Only those communications that are in writing from the Purchasing Agent shall be considered as a duly authorized expression on behalf of the County. No oral agreements either expressed or implied will be considered in fulfilling this contract. No additional terms will become part of this contract with the exception of Commissioners Court approved change orders.

BIDDER AGREES, if this bid is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be ninety (90) calendar days.

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

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

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

H. Bond Requirements

BID BOND: A Bid Bond shall be submitted with your offer. It shall be in the amount of 5% of the total bid amount and 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 Agent within ten (10) calendar days of notification of contract award. Each shall be in the amount at least equal to the contract price, as security for the faithful performance and payment of all of contractor's obligations under the contract documents. Even though a contract may be awarded, no contract is deemed to exist until the proper Performance Bond has been received. The bonds are to be issued from a surety company holding a license from the State of Texas to act as a surety. These bonds shall remain in effect until final acceptance by the Engineer and until a Maintenance Bond, which will run for a period of two (2) years after the successful completion of all work under the contract and acceptance of Hays County, is obtained and provided to the county. A Maintenance Bond guarantees all work under the contract to be free from faulty materials and free from improper workmanship, and against injury from proper and usual wear, and guarantees to replace or to re-execute, without cost to Hays County, such work as may be found to be improper or imperfect, and to make good all damage caused to the other work of materials, due to such required replacement or re-execution. At your request, the Performance Bond shall be returned by the County upon completion of the contract and final acceptance of all items in the contract. Neither the final certificate, nor payment, nor any provision in the contract documents shall relieve the contractor of responsibility for neglect or faulty materials or workmanship during the period covered by the Maintenance Bond. If the awardee fails to perform any of the services required by the contract within ten (10) days of receipt of written demand for performance from County or if the awardee fails to correct or replace defective goods or products within ten (10) days from receipt of written demand, the contract is deemed BREACHED and is cause for termination of the contract. A contract terminated for cause results in retention of the Bond by County for liquidated damages.

I. Warranty of Performance

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

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

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

LIQUIDATED DAMAGES FOR DELAYS: If the work is not substantially complete by September 25, 2026, the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of $500 (five hundred dollars) for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

EXCUSABLE DELAYS: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

1. Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
2. Any acts of the County;
3. Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions;

Provided, however, that the Contractor promptly notifies the County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

IV. General Terms and Conditions for Solicitations Applicable To: Invitations for Bid (IFB)

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

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

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

4. INVOICING/PAYMENTS:
    a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
    b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
    c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
    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 Agent. The Purchasing Agent 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 Agent. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

14. SUBCONTRACTS:
    a. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
    b. If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Agent. 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 Agent 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 Agent 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 Agent 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 Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent 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 Agent, 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 Agent or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Agent or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Agent 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 Agent. County shall not be liable for loss of any profits anticipated under this Contract.

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

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

24. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever

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

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

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

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds $100,000. By submitting a bid or proposal in response to this solicitation, the Respondent and its Principals, at the time of submission did not have an exclusion record created in the System for Award Management (SAM.gov) website, which indicates an individual or entity is prohibited from receiving federal contracts, subcontracts, and certain types of federal financial and non-financial assistance. In the event an exclusion record is created between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Agent. 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 Agent. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
    i. The Schedule of Items/Services
    ii. Terms and Conditions of Request for Proposals;
    iii. General Provisions;
    iv. Other provisions, whether incorporated by reference or otherwise; and
    v. The specifications.
c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.

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

32. MODIFICATIONS:
    a. The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
        i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
        ii. Method of shipment or packing.
        iii. Place of deliveries.
        iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
        v. Description of items to be provided.
        vi. Time of performance (i.e. hours of day, days of week, etc.)
    b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Agent decides that the facts justify it, the County Purchasing Agent 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. Any price increase proposed must be submitted forty-five (45) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation. Hays County will have fifteen (15) days, from the receipt of proposed price increases, to review any proposed price increases and reserves the right to approve or disapprove any request for increased prices. If Hays County disapproves the proposed price increases, the County will issue an intent to terminate, and the contract will not be renewed.

34. INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
    a. Name County as additional insured as its interests may appear.
    b. Provide County a waiver of subrogation.
    c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
    d. Provide the County Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award.

Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.

e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	$1,000,000.00
Bodily Injury (Each accident)	$1,000,000.00
Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
General Aggregate	$2,000,000.00
Product completed operations aggregate	$2,000,000.00
Bodily Injury (Each accident)	$2,000,000.00
Property Damage	$2,000,000.00

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

Excess Liability:	
Umbrella Form	$1,000,000.00

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

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

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

If you do not have access to the link provided above please or have any questions please contact Purchasing at 512-393-2267.

VII. Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict of Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Name of signatory | Signature | Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

   Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

   Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans if Hispanic origin, Asian Americans and American Indians.

   Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

   Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

   Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than $50,000.

3. GUIDELINES

   a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

   b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

   c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.

b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.

c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.

5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:

    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.

    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.

    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.

    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.

6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.

7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

X. Hays County House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____ (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

_____ _____

Signature of Company Representative Date

On this _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

_____

Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

_____

Date

XI. Comptroller Divestment Statute Certification

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

_____

Company Name | Date

_____

Print Name of Company Representative | Signature of Company Representative

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the 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 organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2271 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2274 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2274.002 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Certification Check Performed by Hays County Purchasing

_____

Company Name

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, certifies that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the following Statute Lists:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
  Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Israel Boycott Certification (TGC 2271.002)
  Pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Energy Company Boycott Certification (TGC 2274)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

_____

Print Name of Hays County Purchasing Representative

_____

Signature of Hays County Purchasing Representative

_____

Date IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

_____
Name of Firm

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____on this the day of _____, 20___, on behalf of said Firm.

_____
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

   _____ Does not own taxable property in Hays County, or;

   _____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

_____
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

_____

_____ _____
Signature of Company Official Authorizing Bid/Offer Date

_____ _____
Printed Name Title

_____ _____
Email Address Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension (2 CFR 180.220)

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program- specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;

b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding $100,000 or a Federal loan or loan guarantee exceeding $150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that

"funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

11. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
b. Notification of violating facilities pursuant to EO 11738;
c. Protection of wetlands pursuant to EO 11990;
d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§7401 et seq.);
g. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
    - $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Telecommunications and Video Surveillance Services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

15. Domestic Preference for Procurements (§ 200.322)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES_____ NO_____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

_____

Hays Employee/Former Hays Employee Name Title

_____

Name of Person Related Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

_____

_____

_____

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

_____

Name of Vendor

_____ _____

Signature of Certifying Official Title of Certifying Official

_____ _____

Printed Name of Certifying Official Date

[(1)]A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

AGENDA ITEM REQUEST FORM: G. 40.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Stephanie Hunt, Aaron Jones

Sponsor: Commissioner Ingalsbe

Agenda Item

Approve specifications for IFB 2026-B13 Fairview Road - Hot Mix Overlay and authorize Purchasing to advertise and solicit bids. **INGALSBE/A.JONES/HUNT**

Summary

Hays County issues this Invitation for Bid (IFB) to solicit bids to Remove existing 5” and replace with 5” of Type B Hot Mix, and 2” Superpave Type D Hot Mix Overlay on Fairview Road.

Attachments

IFB 2026-B13 Solicitation

SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
1901 Dutton Dr., Suite E
San Marcos, Texas 78666

Solicitation No.: **IFB 2026-B13 Fairview Road – Hot Mix Overlay**	**Date Issued: May 14, 2026**

SOLICITATION

Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

3:00 p.m. local time June 8, 2026.

Proposals received after the time and date set for submission will be returned unopened.

For information please email: purchasing.bids@hayscountytx.gov	Questions concerning this IFB must be received in writing no later than 5:00 on May 28, 2026.	Phone No.: (512) 393-2267

OFFER (Must be fully completed by Respondent)

In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name: Mailing Address:		Name: Title: Email Address: Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:

Important: Award notice may be made on this form or by other Authorized official written notice.

_____ _____
Hays County Judge Date

_____ _____
Hays County Clerk Date

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Attachment A: 2026-B13 Bid Form

Attachment B: 2024 TxDOT Specifications

Attachment C: Fairview Road Map

I. IFB Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies the documents that MUST be submitted for the bid/proposal to be considered responsive, as well as the required forms requested by Hays County.

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

The following forms MUST be returned for the bid/proposal to be considered responsive:

____ 1. Solicitation, Offer and Award Form

____ 2. Attachment A: IFB 2026-B13 Bid Form

____ 3. Vendor Reference Form

____ 4. Conflict of Interest Disclosure & Questionnaire

____ 5. Related Party Disclosure Form

____ 6. Any addenda applicable to this solicitation

____ 7. Bid Bond: 5% of total bid amount

Required Forms by Hays County:

____ 1. Code of Ethics

____ 2. HUB Practices

____ 3. House Bill 89 Verification

____ 4. Comptroller Divestment Statute Certification:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Prohibition of Discrimination against Firearm Companies or Firearm Trade Org. Certification (TGC 2274.002)

____ 5. Debarment & Licensing Certification

____ 6. Vendor/Bidder's Affirmation

____ 7. Federal Affirmations and Solicitation Acceptance

____ 8. System for Award Management (www.SAM.gov) Printout

Hays County will accept bids/proposals/SOQ, by the due date by one of the following methods:

____ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered, within 24 hours of proposal due date, in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to: **Hays County Purchasing, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

OR

____ 2. One (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to: **Hays County Purchasing, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

II. Summary

1. Type of Solicitation:	Invitation for Bid (IFB)
2. Solicitation Number:	IFB 2026-B13 Fairview Road – Hot Mix Overlay
3. Issuing Office:	Hays County Purchasing Office 1901 Dutton Dr., Suite E San Marcos, TX 78666
4. Responses to Solicitation:	Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope Manual: One (1) Original and one (1) digital copy on a thumb drive, or Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received within 24 hours of due date.
5. Deadline for Responses:	In issuing office no later than: **June 8, 2026; 3:00 p.m. Central Time (CT)**
6. Pre-Bid Meeting:	**Wednesday, May 27, 2026 @ 9:00 AM (CT)** Hays County Transportation Department 2171 Yarrington Road, Kyle, TX 78640
7. Initial Contract Term:	**Award July 2026, must be completed by September 25, 2026**
8. Bonding Requirements	Bid bond: 5% of total bid amount, due at bid submittal Performance Bond: 100% of Contract Price, due 10 days within contract execution Payment Bond: 100% of Contract Price, due 10 days within contract execution
9. Designated Contact:	Hays County Purchasing Email: purchasing.bids@hayscountytx.gov
10. Questions & Answers:	Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than May 28, 2026; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this solicitation, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such

materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.
have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

11. Addenda

Any interpretations, corrections or changes to this solicitation and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Vendor's responsibility to acknowledge receipt of all addenda with proposal submission.

12. Contact with County Staff:

Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Vendor or its representatives. Failure of a Vendor or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

13. Websites:

Plans, Specifications, and Bidding documents for pre-qualified bidders and interested non-bidders may be secured from the following websites:
www.bidnetdirect.com/hayscounty,
http://www.txsmartbuy.com/sp,
https://www.sanmarcostx.gov/Bids.aspx

Anticipated Schedule of Events

May 12, 2026	Court Approval
May 14, 2026	Issuance of IFB
May 27, 2026	Pre-Bid Meeting (9:00 AM CT)
May 28, 2026	Deadline for Submission of Questions (5:00 p.m. CT)
June 8, 2026	Deadline for Submission of Proposals (3:00 p.m. CT) **Late bids will not be accepted.**
July 2026	Anticipated contract award date

III. Specifications

A. Introduction

Hays County issues this Invitation for Bid (IFB) to solicit bids to Remove existing 5" and replace with 5" of Type B Hot Mix, and 2" Superpave Type D Hot Mix Overlay on Fairview Road.

B. Scope of Work

Special Specification:

- Specification most current Item 341, 344, 351, and SS 3084 of the Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges shall govern this project. A TRAIL tack coat placed prior to paving with Superpave Type D mix is specified. Contractor shall provide QA/QC with the required bulk samples and cores per specification for each day's work for conformance with density and specification requirements.

Milling/ B mix Paving:

- In locations determined by the Hays County Representative pavement will be milled to 5" of depth from existing paving. Tie-ins at intersecting roadways, concrete driveways, bridge decks shall be milled to a 2" depth for a smooth transition. The Contractor will be responsible for repairs/damage to utilities while removing around water valve/manhole castings to a depth of 5". The Contractor will provide the trucking and dumpsite for haul off materials. After milling the location will be free of loose material and a tack coat applied to the water valve/manholes prior to paving. The Contractor will be responsible to provide safe access for resident's driveways. B mix shall not be placed until underlying base is approved by Hays County. Proof rolling of the prepared base may be required, rutting or pumping will require rework. 5" of TXDOT Item 341 Type B shall be placed and compacted per specifications.

Level up Operations:

- In locations determined by the Hays County Representative D mix level ups may be required to improve ride quality prior to overlay. These areas will be quantified on a per-ton basis and payment.

Overlay Paving Operations:

- A TRAIL tack coat to be applied throughout roadway followed by a 2" overlay of TXDOT Item 344 Superpave D mix. Paving be placed and compacted per TxDot specifications along with sampling and testing requirements.

Post-Paving Cleanup:

- All post-paving clean-up will be the responsibility of the Contractor.

Traffic Control/Safety Operations:

- Safety warning signage, flagger operations, pilot cars, reflective tabs, and traffic control shall be the responsibility of the Contractor and shall meet TxDOT standards.

Scheduling:

- All paving operations shall be scheduled through the Hays County Transportation Department.

All named roadways shall be completed no later than:

- September 25, 2026

Notification:

- One week prior to paving the Contractor shall notify all residents of upcoming operations with message boards at each end of project along with fliers/doorhangers, giving instructions regarding the paving operations.

Hays County reserves the right to refuse or reject any materials that do not meet the requirements of the specifications. Any materials refused or rejected based on non-conformance with the specifications shall be removed at no cost to the County.

C. Project Description

Paving Worksites: Bid according to bid sheet instructions:

1. Fairview Road
   a. Mill 5" depth
   b. Replace 5" (B mix) 1,500 SYD
2. Fairview Road 2" Overlay
   a. 2" D mix overlay 500 tons
   b. Trail tack to be applied prior to overlay
3. Contractor is responsible for removing, by milling to a depth of 5".
   a. Milling Operations: Contractor is responsible for milling, rolling, and otherwise preparing the underlying base to accept the new hot mix surface. Edges will be tacked.
   b. Contractor will be responsible for utility locates and any damages/repairs to utilities.
   c. **The Contractor will provide trucking and haul off site for materials.**
   d. Reference Attachment C: Nutty Brown Road Map (locations are estimated/actual locations will be determined by a Hays County Representative)
   e. B mix shall not be placed until underlying prepared base is approved by Hays County. Proof rolling of the prepared base may be required, rutting or pumping will require rework.

D. Qualifications

RESPONSIBILTY: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award
- Have the proper equipment to fulfill the terms and conditions of this contract such as proper equipment for weighing materials, loading materials, delivering materials, etc.
- Does not owe any back taxes within Hays County
- Is normally engaged in this type of business
- Is familiar with and will abide by all laws, regulations, and customs applicable to this type of service.
- All licenses or permits required by a State, County, or other governmental authority shall be secured by Contractor at its sole cost and expense.

REFERENCES: Hays County requires respondent to supply with the proposal, a list of at least three (3) references where like services have been supplied by their company for a county or company of similar size within the last five (5) years. Include name of company, address, telephone number and name of representative.

TIME OF PERFORMANCE: It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise have an exclusion record created in the System for Award Management (SAM) website. Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the bid.

INSURANCE: The successful bidder will be required to furnish proof of insurance for Workers' Compensation, Auto Liability and General Liability before any work may begin.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

E. Attachment A: IFB 2026-B13 Bid Form

Respondent must provide its total bid amount by completing the mandatory bid form included as Attachment A: IFB 2026-B13 Bid Form.

Per Square Yard and Ton Bid for project:

- Pricing per square yard and ton should include a turn-key install and include all costs of the project.
- Submit bid pricing as cost per square yard and ton of all locations combined.
- Award will be based on qualifications and total square yard and ton bid for all projects combined based on estimated square yardage and tonnage. Contract payment will be made by square yards and tons completed. Price per square yard and ton to be used if square yardage and tonnage is increased due to miscalculations or if additional paving work is requested at or near each site.

Hays County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

ESTIMATED QUANTITIES: Award will be based on qualifications and total per square yard and tonnage on all projects combined based on estimated square yards and tonnage. Contract payment will be made by square yards and tonnage completed. Price per square yard and tons to be used if square yardage and tonnage are increased due to miscalculations or if additional work is requested at or near site. Estimated square yards and tonnage shown are for bid purposes only.

F. Submittal Requirements

Respondent must deliver the following to the Issuing Office by the specified deadline or upload the bid packet electronically to BidNet Direct:

- Mailed or Dropped off Bid Packets: All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.
  - One (1) original bid with required forms manually signed by Respondent with original signatures
  - One (1) digital copy of the full bid packet with all required forms on a thumb drive
- Electronic Bids:

- Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)
- One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive. Physical copy must be received in the Hays County Purchasing Office within 24 hours of proposal due date.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals will be publicly opened at the Office of the Hays County Auditor upon the deadline for submittal. Respondents, their representatives and interested persons may be present. All unofficial bid results will be posted on the following two sites, until an award has been made in Commissioners Court:

BidNet Direct: https://www.bidnetdirect.com/texas/hayscounty

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 Agent and the approval of Commissioners Court.

FORMS: All Bids must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the bid.

G. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract to a bidder on the basis of unit price low bid and/or the best value for the County. The County reserves the right to 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, if applicable
- Hays County's evaluation of vendor's ability to perform
- Vendor's references

REFERENCES: Hays County requires respondent to supply with the statement of qualifications, a list of at least three (3) references where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

CONTRACT: This bid, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. Only those communications that are in writing from the Purchasing Agent shall be considered as a duly authorized expression on behalf of the County. No oral agreements either expressed or implied will be considered in fulfilling this contract. No additional terms will become part of this contract with the exception of Commissioners Court approved change orders.

BIDDER AGREES, if this bid is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be ninety (90) calendar days.

The successful bidder expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

The County reserves the right to accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County.

If the bid is accepted and approved by Commissioners Court, this document shall be made part of the contract. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. No oral agreements either expressed or implied will be considered in fulfilling this contract.

H. Bond Requirements

BID BOND: A Bid Bond shall be submitted with your offer. It shall be in the amount of 5% of the total bid amount and 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 Agent within ten (10) calendar days of notification of contract award. Each shall be in the amount at least equal to the contract price, as security for the faithful performance and payment of all of contractor's obligations under the contract documents. Even though a contract may be awarded, no contract is deemed to exist until the proper Performance Bond has been received. The bonds are to be issued from a surety company holding a license from the State of Texas to act as a surety. These bonds shall remain in effect until final acceptance by the Engineer and until a Maintenance Bond, which will run for a period of two (2) years after the successful completion of all work under the contract and acceptance of Hays County, is obtained and provided to the county. A Maintenance Bond guarantees all work under the contract to be free from faulty materials and free from improper workmanship, and against injury from proper and usual wear, and guarantees to replace or to re-execute, without cost to Hays County, such work as may be found to be improper or imperfect, and to make good all damage caused to the other work of materials, due to such required replacement or re-execution. At your request, the Performance Bond shall be returned by the County upon completion of the contract and final acceptance of all items in the contract. Neither the final certificate, nor payment, nor any provision in the contract documents shall relieve the contractor of responsibility for neglect or faulty materials or workmanship during the period covered by the Maintenance Bond. If the awardee fails to perform any of the services required by the contract within ten (10) days of receipt of written demand for performance from County or if the awardee fails to correct or replace defective goods or products within ten (10) days from receipt of written demand, the contract is deemed BREACHED and is cause for termination of the contract. A contract terminated for cause results in retention of the Bond by County for liquidated damages.

I. Warranty of Performance

The successful respondent expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure

within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the solicitation. Any contract executed as a result of this IFB shall be governed by the laws of the State of Texas.

LIQUIDATED DAMAGES FOR DELAYS: If the work is not substantially complete by September 25, 2026, the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of $500 (five hundred dollars) for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

EXCUSABLE DELAYS: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

1. Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
2. Any acts of the County;
3. Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions;

Provided, however, that the Contractor promptly notifies the County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

IV. General Terms and Conditions for Solicitations Applicable To: Invitations for Bid (IFB)

1. GENERAL DEFINITIONS:
    a. "Auditor" means the Hays County Auditor or his/her designee.
    b. "Commissioners Court" means Hays County Commissioners Court.
    c. “Contract” means the contract awarded pursuant to the IFB.
    d. “Contractor” means a person or firm receiving an award of contract from Commissioners Court.
    e. "County" means Hays County, Texas, a political subdivision of the State of Texas.
    f. "County Building" means any County owned buildings and does not include buildings leased by County.
    g. "Is doing business" and "has done business" mean:
        i. Paying or receiving in any calendar year any money or other valuable thing which is worth more than $250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
        ii. Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than $250 in the aggregate in a calendar year;
        iii. But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
    h. "Purchasing Agent" means the Hays County Purchasing Agent.
    i. “Sub-contractor” means a person or firm doing business with a Contractor.

2. FUNDING: Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Hays County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

3. FUNDING OUT: Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

4. INVOICING/PAYMENTS:
    a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
    b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
    c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
    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 Agent. The Purchasing Agent 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 Agent. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

14. SUBCONTRACTS:
    a. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
    b. If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Agent. 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 Agent 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 Agent 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 Agent 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 Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent 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 Agent, 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 Agent or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Agent or County legal representative at

the address provided herein. Notices issued by or to anyone other than the Purchasing Agent 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 Agent. County shall not be liable for loss of any profits anticipated under this Contract.

22. GRATUITIES: Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

23. COVENANT AGAINST CONTINGENT FEES: Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

26. CONTRACTOR CLAIMS NOTIFICATION:
    a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
        i. The existence of the claim, or other action;
        ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
        iii. The alleged basis of the claim, action or proceeding;
        iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
        v. The name or names of any person against whom this claim is being made.
    b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds $100,000. By submitting a bid or proposal in response to this solicitation, the Respondent and its Principals, at the time of submission did not have an exclusion record created in the System for Award Management (SAM.gov) website, which indicates an individual or entity is prohibited from receiving federal contracts, subcontracts, and certain types of federal financial and non-financial assistance. In the event an exclusion record is created between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Agent. 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 Agent. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
    b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
        i. The Schedule of Items/Services
        ii. Terms and Conditions of Request for Proposals;
        iii. General Provisions;
        iv. Other provisions, whether incorporated by reference or otherwise; and
        v. The specifications.
    c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
    d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.
    e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
    f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.

g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:
    a. The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
        i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
        ii. Method of shipment or packing.
        iii. Place of deliveries.
        iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
        v. Description of items to be provided.
        vi. Time of performance (i.e. hours of day, days of week, etc.)
    b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Agent decides that the facts justify it, the County Purchasing Agent 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. Any price increase proposed must be submitted forty-five (45) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation. Hays County will have fifteen (15) days, from the receipt of proposed price increases, to review any proposed price increases and reserves the right to approve or disapprove any request for increased prices. If Hays County disapproves the proposed price increases, the County will issue an intent to terminate, and the contract will not be renewed.

34. INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
    a. Name County as additional insured as its interests may appear.
    b. Provide County a waiver of subrogation.
    c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
    d. Provide the County Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
    e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	$1,000,000.00
Bodily Injury (Each accident)	$1,000,000.00

Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
General Aggregate	$2,000,000.00
Product completed operations aggregate	$2,000,000.00
Bodily Injury (Each accident)	$2,000,000.00
Property Damage	$2,000,000.00

Employers Liability:	
Each accident	$1,000,000.00
Each employee for disease	$1,000,000.00
Policy limit for disease	$1,000,000.00

Excess Liability:	
Umbrella Form	$1,000,000.00

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least $1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above please or have any questions please contact Purchasing at 512-393-2267.

VII. Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict of Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Name of signatory | Signature | Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

   Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

   Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans if Hispanic origin, Asian Americans and American Indians.

   Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

   Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

   Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than $50,000.

3. GUIDELINES

   a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

   b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

   c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.

b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.

c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.

5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:

    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.

    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.

    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.

    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.

6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.

7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

X. Hays County House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____ (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

_____ _____

Signature of Company Representative Date

On this _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

_____

Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

_____

Date

XI. Comptroller Divestment Statute Certification

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

_____

Company Name | Date

_____

Print Name of Company Representative | Signature of Company Representative

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the 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 organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2271 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2274 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2274.002 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Certification Check Performed by Hays County Purchasing

_____

Company Name

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, certifies that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the following Statute Lists:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
  Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Israel Boycott Certification (TGC 2271.002)
  Pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Energy Company Boycott Certification (TGC 2274)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

_____

Print Name of Hays County Purchasing Representative

_____

Signature of Hays County Purchasing Representative

_____

Date IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

_____
Name of Firm

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____on this the day of _____, 20___, on behalf of said Firm.

_____
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

   _____ Does not own taxable property in Hays County, or;

   _____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

_____
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

_____

_____ _____
Signature of Company Official Authorizing Bid/Offer Date

_____ _____
Printed Name Title

_____ _____
Email Address Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension (2 CFR 180.220)

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program- specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;

b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding $100,000 or a Federal loan or loan guarantee exceeding $150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401,

"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

11. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
b. Notification of violating facilities pursuant to EO 11738;
c. Protection of wetlands pursuant to EO 11990;
d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§7401 et seq.);
g. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
    - $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Telecommunications and Video Surveillance Services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

15. Domestic Preference for Procurements (§ 200.322)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES_____ NO_____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

_____

Hays Employee/Former Hays Employee Name Title

_____

Name of Person Related Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

_____

_____

_____

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

_____
Name of Vendor

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

[(1)]A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

AGENDA ITEM REQUEST FORM: G. 41.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Tammy Crumley, Stephanie Hunt

Sponsor: Commissioner Hammer

Agenda Item:

Authorize the execution of the Ninth Amendment to the Waste Connections Lone Star Inc. contract, pursuant to IFB 2021-B12 Countywide Dumpsters, in relation to adding service to the County Administrative Offices located at 1901 Dutton Dr., Suite E in San Marcos, $28.87 per haul, $1,501.24 yearly. **HAMMER/CRUMLEY/HUNT**

Summary:

Facilities and Resource Management is requesting to add dumpster service at the new County Administrative Offices located at 1901 Dutton Drive.

Fiscal Impact:

Amount Requested: $1,501.24 ($606.27 FY26)
Line Item Number: 001-695-00.5452

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: IFB 2021-B12 Countywide Dumpsters

Auditor's Office:

G/L Account Validated Y/N?: Yes, Trash Hauling Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Amendment 9 - IFB 2021-B12

Ninth Amendment to the Countywide Dumpster Contract (IFB 2021-B12 Countywide Dumpster Contract)

1. This Ninth Amendment to the Countywide Dumpster Contract (the "Ninth Amendment"), attached as *Exhibit "A"* and executed December 7, 2021, is made this 12th day of May 2026, by and between **Hays County, Texas ("Client")** and **Waste Connections Lone Star, Inc. ("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. Addition of Location:
   a. Add Hays County Administrative Building, 1901 Dutton Drive, San Marcos, TX 78666
      - 8-yard dumpster, picked up once per week: $28.87/per haul
      - $1,501.24 yearly

3. Except for the above modifications set forth in this Ninth Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

Hays County, Texas

By: _____

Printed Name: _____

Title: _____

Dated: _____

Waste Connections Lone Star, Inc.

By: _____

Printed Name: _____

Title: _____

Dated: _____

ATTEST: _____
Elaine Cardenas
Hays County Clerk

Thank You for this Opportunity!

Waste Connections is one of North America's largest full-service, vertically integrated waste solutions companies, providing non-hazardous solid waste collection, recycling and landfill disposal services to commercial, industrial, governmental and residential customers throughout the United States and Canada.

Our local expertise coupled with our capital resources make us the ideal partner to supply your waste and recycling collection services.

Proposal For:			
Company Name:	Hays County	Address:	1901 Dutton
Project Name:			
Contact Name:	Lisa Griffin	City, State, Zip:	San Marcos, TX 78666
Phone:	512.749.1155	Email:	lisa.griffin@hayscountytx.gov

SERVICES AND RATES

Effective Date: 5/6/26

Type	Quantity	Bin Size	Service Frequency	Service Type	Price
Monthly	1.00	8YD	1X WK	1-8YD,1X WK	$28.87

This proposal is valid for 60 days from the Effective Date above. If no decision is made by the 60 day timeframe please contact your local representative as service prices may change. Pricing does not include sales tax (est. 8.25%).

Choosing Waste Connections as your solid waste and/or recycling service provider is the right choice because:

- Local Customer Service Support. We believe that having our Customer Service Teams in the same market as our Customers is important because it ensures you get prompt attention and fast results.
- Well trained drivers who operate safely on your property. From onboard cameras to rigorous safety training, our people who enter your property are doing everything we can to ensure you receive the safest, most reliable service.
- We want to help you be greener. You can count on Waste Connections to provide cost-effective recycling services to help you meet your sustainability objectives.

REPRESENTATIVE

Printed Name	Title
Morgan Dial	Sales Manager
Phone	Email
(704)267-6735	morgan.dial@wasteconnections.com
Date	
5/6/26	

AGENDA ITEM REQUEST FORM: G. 42.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Tammy Crumley, Stephanie Hunt

Sponsor: Commissioner Hammer

Agenda Item:

Authorize the execution of a Second Amendment to RFP 2025-P02 Countywide Janitorial Services between Hays County and American Facility Services to add a one-time deep cleaning ($360.00) and regular weekly cleaning ($2,237.26 monthly) for 1901 Dutton Drive. **HAMMER/CRUMLEY/HUNT**

Summary:

Facilities and Resource Management is requesting to add a one-time charge for a deep cleaning of 1901 Dutton Drive prior to the departments moving in and also add the weekly cleaning of the building.

Fiscal Impact:

Amount Requested: $11,546.30
Line Item Number: 001-695-00.5456

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: RFP 2025-P02 Countywide Janitorial Services

Auditor's Office:

G/L Account Validated Y/N?: Yes, Janitorial Services Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Amendment 2 - RFP 2025-P02

Second Amendment to the Contract
Between Hays County and American Facility Services for RFP 2025-P02 Countywide Janitorial Services

1. This Second Amendment to the Countywide Janitorial Services Contract (the "Second Amendment"), attached as *Exhibit "A"* and executed April 22, 2025, is made this 12th day of May 2026, by and between **Hays County, Texas ("Client")** and **American Facility Services. ("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. Addition of Item:

- 1901 Dutton, San Marcos, TX 78666
  - Add five days of cleaning services weekly
  - $2,237.26 monthly

3. Addition of Item

- 1901 Dutton, San Marcos, TX 78666
  - Add one-time deep cleaning services: $360 one-time cost.

4. Except for the above modifications set forth in this second Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

HAYS COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Dated: _____

AMERICAN FACILITY SERVICES

By: _____

Printed Name: _____

Title: _____

Dated: _____

ATTEST: _____
Elaine Cardenas
Hays County Clerk

RFP 2025-P02 Countywide Janitorial Services
American Facility Services Inc.

Amendment 2 - Proposed Pricing

Building	Sq. Feet	Frequency of Service	Price per Sq. Foot	Monthly	Yearly
1901 Dutton	10730	antime/5 days per week	$ 0.2085	$ 2,237.26	$ 26,847.09
Total Cost: Option A, contractor provides supplies				$ 2,237.26	$ 26,847.09

5/4/26

Hays County Janitorial Quote

QUOTE FOR JANITORIAL SERVICES AT HAYS CO. FACILITIES.
1901 Dutton, San Marcos TX 78666

New Location Janitorial Services
Monday – Friday
4 Hour Shift

APPROXIMATE TOTAL SQ. FT. 10,730

BUILDING - HAYS COUNTY

New Location Address:
1901 Dutton, San Marcos, TX 78666
Details:
The building is 10,730 total square feet.
6,980 sf. of carpet
3,750 sf. of linoleum.
There are two restrooms in the building (1 men/1 women)
restroom cleaned minimum of once per day, during shift.
All other cleaning specs in accordance with current contract w/ Supplies
Equipment included

Total monthly cost for this janitorial service will be $2,237.26

Total annual cost for this janitorial service will be $26,847.09

Shawn Hall
Project Manager
512.298.8458 cell

American Facility Services, Inc.
1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004
Office: 770.740.1613 Fax: 770.475.7720
www.americanfacilityservices.com

5/1/26

Hays County Deep Clean Quote

QUOTE FOR JANITORIAL SERVICES AT HAYS CO. FACILITIES.
1901 Dutton, San Marcos TX 78666

New Location Janitorial Services

APPROXIMATE TOTAL SQ. FT. 10,730

BUILDING – Hays County
One-time Initial Deep Cleaning Restrooms, Dusting, Vacuuming etc. **Total one time cleaning cost for this janitorial service will be $360.00**

Shawn Hall
Project Manager
512.298.8458 cell

AGENDA ITEM REQUEST FORM: G. 43.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Anthony Hipolito, Stephanie Hunt

Sponsor: Commissioner Ingalsbe

Agenda Item:

Approve renewal one of RFQ 2025-Q06 Legal Services for Hays County Sheriff's Office - Civil Service Commission with Law Offices of Ryan Henry, PLLC for one (1) additional year, effective May 5, 2026, with no changes in pricing or terms and conditions. **INGALSBE/HIPOLITO/HUNT**

Summary:

On May 6, 205 the Commissioner Court executed a contract with Law Offices of Ryan Henry, PLLC for RFQ 2025-Q06 Legal Services for Hays County Sheriff's Office - Civil Service Commission. The Civil Service Commission and the Law Offices of Ryan Henry, PLLC would like to renew this contract for one additional year.

Fiscal Impact:

Amount Requested: Per Scope of Work & Fee Schedule (Pricing Information for Services)
Line Item Number: 001-653-00.5441

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: RFQ 2025-Q06 Legal Services for Hays County Sheriff's Office - Civil Service Commission

Auditor's Office:

G/L Account Validated Y/N?: Yes, Legal Services Expense
New Revenue Y/N?: N/A
Comments:

Attachments

(PE) Renewal 1 - RFQ 2025-Q06

HAYS COUNTY PURCHASING OFFICE
Stephanie Hunt, CPPB, Purchasing Agent
712 S. Stagecoach Trail, Ste. 1012 ● San Marcos, Texas 78666
512-393-2267 ● purchasing.bids@hayscountytx.gov

April 29, 2026

Law Offices of Ryan Henry, PLLC
1019 Central Parkway North, Suite 108
San Antonio, TX 78232

RE: Annual contract renewal

The annual contract for RFQ 2025-Q06 Legal Services for Hays County Sheriff's Office Civil Services Commission expires on May 5, 2026. This letter will serve as official notice that Hays County would like to exercise its first (1st) option to renew the existing contract for one (1) additional year effective May 6, 2026 – May 5, 2027, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract. If you agree with the renewal terms, please acknowledge by signing below, and return to the purchasing email. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Please email purchasing.bids@hayscountytx.gov if you wish to make modifications to the contract or have any questions.

Sincerely,

Stephanie Hunt

Stephanie Hunt
Hays County Purchasing Agent

Signature	Law Offices of Ryan Henry, PLLC Company
Ryan Henry Printed Name	4/30/2026 Date

Approved by the Hays County Commissioners Court on: _____

Ruben Becerra
Hays County Judge

AGENDA ITEM REQUEST FORM: I. 1.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Aaron Jones, Transportation Director

Sponsor: Commissioner Smith

Co-Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to approve an updated Standard Utility Agreement template and a new Joint Bid Agreement Template, establishing standardized forms for Hays County use. **SMITH/INGALSBE**

Summary:

This item seeks approval of an updated Standard Utility Agreement Template and a new Joint Bid Agreement Template to provide consistent, pre-approved forms for use by Hays County. Adoption of these templates will streamline the contracting processes, promote uniformity, and reduce the time and resources needed to negotiate and review individual agreements while ensuring compliance with applicable legal requirements. Use of these standardized templates is intended to supplement existing Hays County standardized templates and does not supersede, amend, or override any previously adopted County-approved templates unless expressly authorized.

Fiscal Impact:

Amount Requested: N/A
Line Item Number: N/A

Budget Office:

Source of Funds: Various
Budget Amendment Required Y/N?: No
Comments: Approval of standardize procurement templates; no current fiscal impact.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A
Comments:

Auditor's Office

G/L Account Validated Y/N?: TBD when agreements are executed
New Revenue Y/N?:
Comments:

Attachments

Hays JB Template
Hays SUA Template

Statement Covering Utility Construction Contract Work – in the Hays County's Project Construction Contract

Work Responsibilities Specific to this Project:

Choose an item. Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings, technical specifications, and estimate for relocations and adjustments within the project.

Choose an item. Secure all necessary permitting as may be required for the installation of the utility.

Choose an item. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.

Choose an item. Will secure all necessary easements as may be required for the installation of the utility facility.

Work Responsibilities

A. The **Utility** shall provide the following services under this contract:

i. Review and approve the final construction plans before any construction related activities.
ii. Arrange and coordinate with the contractor, through the County, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed facility, during construction, and the relocation of the facility and connection of services to customers.
iii. Advise the County of work that the Utility determines should be corrected or rejected.
iv. Arrange, observe, and inspect all acceptance testing and notify the County of the results of these activities.
v. Provide inspection services for the construction, notify the County of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.
vi. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the County for concurrence.
vii. Coordinate all construction activities performed by Utility's staff for the relocations and adjustments through the County.
viii. Assume all responsibility for the maintenance of the existing facility during and upon completion of the construction contract.
ix. When applicable, shall make timely payment of invoices sent by the County as detailed in the payment section listed in Section C.

B. The **County** shall provide the following services under this contract:

i. Combine the utility relocation and adjustment plans with the plans being prepared for the Project.
ii. Ensure federal and/or state and/or County funding eligibility, projects must be authorized by the County before advertising for construction.
iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.
v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.
vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction before final acceptance.
vii. Make timely payment to the contractor for work performed in connection with the Project.
viii. When applicable, will invoice the Utility per payment section listed below in Section C.
ix. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the utility construction at all times.
x. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.
xi. Maintain job file.

Statement Covering Utility Construction Contract Work – in the Hays County's Project Construction Contract

C. The **Utility** shall contribute funds as applicable for portions of the County joint bid costs that are not eligible for reimbursement under the eligibility ratio and those funds required by the betterment ratio, as outlined by the following:

Type text here.

Standard Utility Agreement

Project Name:
Project Letting Date:

Roadway:
From:

Utility ID (TxDOT LUP):

To:

This Standard Utility Agreement ("Agreement") by and between Hays County, Texas **(**"County"), and , ("Utility"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the County.

WHEREAS, the County has deemed it necessary to make certain infrastructure improvements as designated by the County and, if applicable, approved by the Federal Highway Administration and/or the State of Texas, within the limits of the project as indicated above;

WHEREAS, the proposed Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the Utility as indicated in the following statement of work: [Enter scope of work here or submission will not be complete] ; and more specifically as shown in the Utility's plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the County will be responsible for eligible costs of the adjustment, removal, and relocation of certain facilities.

WHEREAS, the County**,** upon receipt of evidence it deems sufficient, acknowledges the Utility's interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The County will pay to the Utility the costs incurred in adjustment, removal, and relocation of the Utility's facilities up to the amount said costs may be eligible for County participation.

All conduct under this Agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal, state, and county laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The Utility shall supply, upon request by the County, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The Utility shall not commence any physical work, including without limitation site preparation, on the County's right of way or future right of way, until the County provides the Utility with written authorization to proceed with the physical work upon the County's completion and clearance of its environmental review of the Project. Any such work by the Utility prior to the County's written authorization to proceed will not be eligible for reimbursement and

the Utility is responsible for entering any property within the proposed limits of the Project that has not yet been acquired by the County. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when the County has not obtained completion and clearance of its environmental review of the Project prior to the execution of this Agreement by the County and the Utility.

If State and/or Federal funding applies to the Project, the Utility shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. If State and/or Federal funding applies to the Project, TxDOT Form 1818 (Material statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. The **Utility** shall also comply with the Build America, Buy America Act (BABA Act), and 23 CFR Part 645, Subpart A. An acknowledgment of compliance is included in Attachment "A" of this Agreement that shall be signed and submitted before the commencement of the facility's adjustment, removal, and relocation, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference and Build America, Buy America requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The Utility agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the County, or may, with the County's approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the Utility. Any written reimbursement requests submitted to the County shall adhere to the Texas Prompt Payment Act, as detailed in Chapter 2251 of the Texas Government Code, and the Hays County Travel Policy. Bills for work hereunder are to be submitted to the County not later than six (6) months after completion of the field work. Failure to submit the request for final payment, in addition to all supporting documentation, within six (6) months after completion of the field work may result in forfeiture of payment for said work.

When requested, the County will make intermediate payments at not less than monthly intervals to the Utility when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Alternatively, if the approved accounting method is a lump sum, the County agrees to pay the Utility an agreed lump sum of $ as supported by the attached estimated costs. The County will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the Utility in the agreed amount.

Upon execution of this Agreement by both parties hereto, the County will, by written notice, authorize the Utility to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the Utility's control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the County or any other party with the Utility's ability to proceed with the work, or any other event in which the Utility has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the Utility.

This Agreement in its entirety consists of the following elements:

Standard Utility Agreement

- Plans, Specifications, and Estimated Costs (Attachment "A")
- Accounting Method (Attachment "B")
- Schedule of Work (Attachment "C")
- Statement Covering Contract Work (Attachment "D")

- Property Interest (Attachment “E”)
- Eligibility Ratio (Attachment “F”)
- Betterment Calculation and Estimate (Attachment “G”)
- Proof of Property Interest (Attachment “H”)
- Utility Provisions/Terms (Attachment ‘‘I’’)

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this Agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this Agreement or a written change or extra work order approved by the County and the Utility.

This Agreement is subject to termination, without cause and for convenience, by the County at any time up to the date that work under this Agreement has been authorized, and such cancellation will not create any liability on the part of the County. However, the County will review and reimburse the Utility for eligible costs incurred by the Utility in preparation of this Agreement.

The County Auditor may conduct an audit or investigation of any entity receiving funds from the County directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the County Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the County Auditor with access to any information the County Auditor considers relevant to the investigation or audit.

The Utility by execution of this Agreement does not waive any of the rights that the Utility may have within the limits of the law.

It is expressly understood that the Utility conducts the adjustment, removal, and relocation at its own risk, and that the County makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

UTILITY

Utility: _____

By: _____

Print Name: _____

Title: _____

Date: _____

THE COUNTY OF HAYS

Executed and approved for the County of Hays, Texas for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by Hays County, Texas.

By: _____
County Judge

Date: _____

Attachment "A"
Plans, Specifications, and Estimated Costs

Funding Sources

Select all that apply

☐ City of _____

☐ Hays County, Texas

☐ State of Texas *

☐ Federal *

*Buy America Compliance only applies when State or Federal funding is present.

All material items within the cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*) on the attached estimate.

☐ Buy America Compliance **is not applicable on this project** as there are no State or Federal funding present.

☐ Currently, **this Project does not plan to use** iron and steel subject to Buy America requirements. In the event that Buy America regulated materials are used during the construction of this Project, compliance documentation will be provided.

☐ There are non-domestic iron and steel materials in this Project that fall under the De Minimis equation. Calculations showing the total cost does not exceed one-tenth of one percent (0.1%) of the individual utility agreement amount or $2,500.00, whichever is greater is required.

☐ We understand the Buy America Compliance Requirements for iron and steel and will supply the required documentation to the County indicating compliance with this provision. The following documents will be supplied prior to the installation of the materials:

1) Form 1818 - Material Statement
2) Material Test Reports or Certifications

Attachment "A" (Continued)
Plans, Specifications, and Estimated Costs

All construction material and manufactured items within the cost estimate that must meet Build America, Buy America (BABA) compliance must be indicated with a double asterisk (**).

☐ BABA Compliance **is not applicable on this project** as there are no State or Federal funding present.

☐ This is to acknowledge that the material(s) listed/marked in the cost estimate will be in conformance with the governing specification(s) and that at least the final manufacturing processes and the immediately preceding manufacturing stage for the manufactured and construction material occurred in the United States of America. Alterations to this document by any agency other than the Utility Company/Supplier will void the certification.

Per 2 CFR 184.3, manufactured products means:

(1) Articles, materials, or supplies that have been:

(i) Processed into a specific form and shape; or

(ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

Per 2 CFR 184.3 and 2 CFR 184.6, construction material includes:

- *Non-ferrous metals*
- *Glass (including optic glass)*
- *Optical fiber*
- *Lumber*
- *Engineered wood*
- *Drywall*
- *Fiber optic cable (including drop cable)*
- *Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)*

Authorized Utility Owner Representative:

_____
Signature

_____
Title

Attachment “B”
Accounting Method

☐ Actual Cost Method of Accounting

The Utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

☐ Lump Sum Method of Accounting

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Attachment "C"
Schedule of Work

Estimated Start Date (mm/dd/yyyy): _____, subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this Agreement. (If construction will be joint bid and included in the highway contract, enter the Project let date.)

Estimated Duration (number of days): _____

Estimated Completion Date (mm/dd/yyyy): _____

☐ Joint Bid Construction – Actual construction dates may vary as determined by the Project contractor or the County.

Attachment "D"
Statement Covering Contract Work

Engineering Contract:

☐ Utility performing with their own forces. (Certified timesheets or ledgers are required at billing.)

☐ Utility will use consultant contract (Continuing contract rate sheets of fee schedule must be attached.)

☐ The County will procure a utility engineering consultant (Engineering rate sheet must be attached.)

Construction Contract:

☐ Utility performing with their own forces. (Certified timesheets or ledgers are required at billing.)

☐ Utility will use outside forces to perform the accommodation. (Complete the Procedure to be used in Contracting Work below.)

☐ The County will complete the accommodation joint-bid as indicated below. (Option D)

Statement Covering Utility Construction Contract Work

I, [Name], a duly authorized and qualified representative of [Company], hereinafter referred to as Utility, am fully cognizant of the facts and make the following statements in respect to the work which will or may be done on a contract basis as it appears in the estimate (Attachment A), to which this statement is attached.

It is more economical and/or expedient for Utility to contract this accommodation, or Utility is not adequately stated or equipped to perform the necessary work on this Project with its own forces to the extent as indicated on the estimate.

Procedure to be used in Contracting Work:

☐ **Option A:**

Solicitation of bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations must be provided to the County at billing.

☐ **Option B:**

Solicitation of bids is to be accomplished be circulating to a list of pre-qualified contractors or known qualified contractors who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the County. Such presently known contractors are listed below: (a list may be attached)

1. _____
2. _____
3. _____

☐ **Option C:**

The work is to be performed under an existing continuing contract under which certain work is regularly performed for Utility and under which the lowest available costs are developed. The existing continuing contract will be made available for the County for review at a location mutually acceptable to the Utility and the County. If only part of the work is to be done under an existing contract, a Continuing Contract Rate sheet must be attached.

☐ **Option D:**

The Utility plans and specifications, with the consent of County, will be included in the construction contract awarded by the County. In the best interest of both the County and Utility, the Utility request the County to include the plans and specifications for this work in the general contract for construction of the Project [Project Name], so that the work may be can be coordinated with the other construction operations; and the construction contract is to be awarded by the County to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. If this option is chosen, attach a Statement Covering Utility Construction Contract Work – in the Hays County's Project Construction Contract, the terms of which are incorporated herein by reference.

_____ _____

Signature Date

_____

Title

Attachment "E"
Property Interest

☐ Utility Joint Use Acknowledgment (JUA)
☐ Plans with highlighted areas to be joint used are included.

☐ Utility Installation Review/Permit Number:
The utility must obtain an approved permit before the start of construction inside the County right of way.

☐ Executed Utility Prior Rights Agreement
☐ Plans with prior rights area highlighted are included.

☐ Quit Claim will be submitted at the Final Billing
☐ Plans with area of existing easement(s) to be quitclaimed are included.

☐ The County is acquiring replacement easements for the relocation of the utility.
☐ Plans with replacement easement(s) highlighted are included.

Attachment “F”
Eligibility Ratio

Eligibility Ratio established: _____ %

☐ Interstate roadway

☐ Non-interstate roadway / project

Attachment "G"
Betterment Calculation and Estimate

- ☐ No Betterment
- ☐ Elective Betterment Ratio established: _____ %
  - ☐ Betterment % Calculation is attached
  - ☐ Comparative Estimate including betterment and in-kind is attached
- ☐ Forced Betterment
  - ☐ To comply with regulated industry standards, laws, and regulations. (Supporting documentation is attached)
  - ☐ To comply with published current design practice followed by the utility in its own work. (Supporting documentation is attached)
  - ☐ Due to proposed project design. (Provide explanation below)

Description of Elective Betterment included in this accommodation:

_____
_____
_____
_____
_____
_____
_____
_____

Statement justifying Forced Betterment included in this accommodation:

_____
_____
_____
_____
_____
_____
_____

Attachment "H"
Proof of Property Interest

☐ Supporting documentation of compensable property interest that establishes reimbursement eligibility.

☐ Property interest documented through the following applicable affidavits and required attachments are attached.

- ☐ Affidavits
  - ☐ Utility Owner
    AND
  - ☐ Disinterested Party or Landowner
- ☐ Pole attachment with utility holding a compensable property interest.

Attachment “I”
Utility Provisions/Terms

AGENDA ITEM REQUEST FORM: I. 2.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Aaron Jones, Interim Transportation Director

Sponsor: Commissioner Smith

Agenda Item:

Discussion and possible action to approve Amendment No. 1 terminating the existing Advance Funding Agreement (AFA) and to authorize the execution of a new AFA and associated Resolution, by and between the State of Texas, acting by and through the Texas Department of Transportation (TxDOT) and Hays County for the Roundabout Intersection at RM 150 at RM 12 project. **SMITH/A.JONES**

Summary:

On February 25, 2021, the Texas Department of Transportation (TxDOT) and Hays County entered into an Advanced Funding Agreement (AFA) that defined roles and responsibilities of each entity in the development of the Roundabout Intersection at RM 150 and RM 12 project. The project has since been awarded federal construction funds through the Carbon Reduction Program (CRP). The proposed scope of work for this project consists of preliminary engineering (preliminary design, environmental), plans, specifications, and estimates (PS&E), construction of a roundabout and intersection improvements on RM 150 at RM 12. Amendment No. 1 would terminate the original AFA. A replacement AFA and associated Resolution are requested to consolidate all phases of work on this project, incorporate federal funding, and remove the County's responsibility for direct state costs. Hays County will be responsible for 100% of Construction cost overruns. The total estimated cost is $5,373,360.00 with Federal participation of $3,837,600.00, State participation of $385,631.00 and Hays County participation estimated at $1,150,129.00.

Fiscal Impact:

Amount Requested: $1,150,129.00
Line Item Number: 036-804-96-873]

Budget Office:

Source of Funds: 2025 Certificates of Obligation
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Government Code, Chapter 791

Auditor's Office:

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

RM150atRM12Roundabout-Resolution
RM150atRM12Roundabout-AFA
RM150atRM12Roundabout-Amendment01
RM150atRM12Roundabout-ExistingAFA

RESOLUTION AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR RM 150 AT RM 12 PROJECT

WHEREAS, on August 21, 2025, via Minute Order 116997 authorizing the State to undertake and complete a highway improvement project generally described as construction of a roundabout and intersection improvements of RM 150 at RM 12 in Hays County (the "Project) to receive Carbon Reduction Program funds for project i.e., construction, and Texas Department of Transportation (TxDOT) oversight; and

WHEREAS, Hays County commits to provide the match. The local match is comprised of cash or 2025 Certificates of Obligation; and

WHEREAS, Hays County is responsible for all nonreimbursable costs and 100% of overruns, if any; and

WHEREAS, the Hays County Commissioners Court desires to reaffirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

NOW, THEREFORE, BE IT RESOLVED BY the Hays County Commissioners Court THAT the County Judge is authorized to enter into an AFA with TxDOT for this Project.

RESOLVED, ORDERED, AND DECLARED this ____ day of _____, 2026.

_____
Ruben Becerra, Hays County Judge

_____
Debbie Ingalsbe
Commissioner, Pct. 1

_____
Michelle Gutierrez Cohen
Commissioner, Pct. 2

_____
Morgan Hammer
Commissioner, Pct. 3

_____
Walt Smith
Commissioner, Pct. 4

ATTEST:

_____
Elaine H. Cardenas, Hays County Clerk

TxDOT:					Federal Highway Administration:	
CCSJ #	1197-01-029	AFA ID	Z00012170		CFDA No.	20.205
AFA CSJs	1197-01-029				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50106			
Project Name	RM 150 - At RM 12				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Carbon Reduction Program (CRP)
On-System Project

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Hays**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116997** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as construction of a roundabout and intersection improvements on RM 150 at RM 12 in Hays County, Texas**.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **05/12/2026**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:					Federal Highway Administration:	
CCSJ #	1197-01-029	AFA ID	Z00012170		CFDA No.	20.205
AFA CSJs	1197-01-029				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50106			
Project Name	RM 150 - At RM 12				*AFA Not Used For Research & Development*	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**Local Government***	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**State**	Construction Responsibilities	Article 12
5.	**Local Government***	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of preliminary engineering (preliminary design, environmental), plans, specifications, and estimates (PS&E), construction of a roundabout and intersection improvements on RM 150 at RM 12 in Hays County, Texas as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT

procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly

differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide

the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance

approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and

environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to

the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
County of Hays ATTN: County Judge 712 S. Stagecoach Trail San Marcos, Texas 78666	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
   2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the

Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

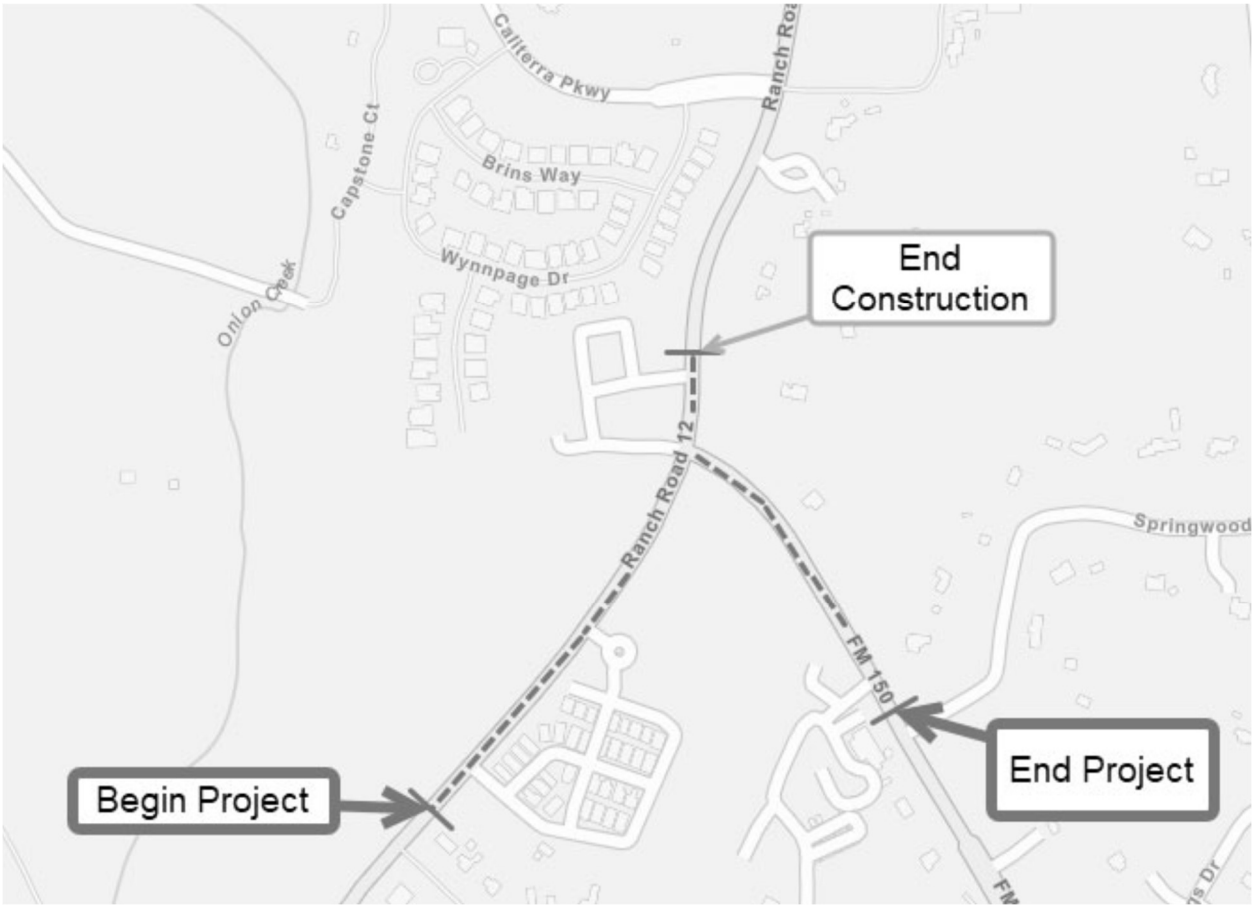
Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
_____ Signature	_____ Signature
_____ Typed or Printed Name	_____ Typed or Printed Name
_____ Typed or Printed Title	_____ Typed or Printed Title
_____ Date	_____ Date

TxDOT:					Federal Highway Administration:	
CCSJ #	1197-01-029	AFA ID	Z00012170		CFDA No.	20.205
AFA CSJs	1197-01-029				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50106			
Project Name		RM 150 - At RM 12			*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



TxDOT:					Federal Highway Administration:	
CCSJ #	1197-01-029	AFA ID	Z00012170		CFDA No.	20.205
AFA CSJs	1197-01-029				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50106			
Project Name	RM 150 - At RM 12				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

Construction costs will be allocated based on 80% Federal funding and 20% Local Government funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the Construction cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (by Local Government)	$16,629	0%	$0	0%	$0	100%	$16,629
Engineering (by Local Government)	$174,100	0%	$0	0%	$0	100%	$174,100
Construction (by State)	$4,797,000	80%	$3,837,600	0%	$0	20%	$959,400
Subtotal	$4,987,729		$3,837,600		$0		$1,150,129
Environmental Direct State Costs	$36,549	0%	$0	100%	$36,549	0%	$0
Engineering Direct State Costs	$54,824	0%	$0	100%	$54,824	0%	$0
Right of Way Direct State Costs	$9,137	0%	$0	100%	$9,137	0%	$0
Utility Direct State Costs	$9,137	0%	$0	100%	$9,137	0%	$0
Construction Direct State Costs	$255,845	0%	$0	100%	$255,845	0%	$0
Subtotal	$365,492	0%	$0		$365,492		$0
Indirect State Costs (5.51%)	$20,139	0%	$0	100%	$20,139	0%	$0
TOTAL	$5,373,360		$3,837,600		$385,631		$1,150,129

Initial payment by the Local Government to the State: $0.00.
Payment by the Local Government to the State before construction: $959,400.
Estimated total payment by the Local Government to the State $959,400
This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:					Federal Highway Administration:	
CCSJ #	0683-03-042	AFA ID	Z00003965		CFDA No.	20.205
AFA CSJs	0683-03-042				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50106			
Project Name		Roundabout intersection at RM 12 and RM 150			*AFA Not Used For Research & Development*	

THE STATE OF TEXAS §

THE COUNTY OF HAYS §

ADVANCE FUNDING AGREEMENT
For
Locally Funded Roadway Improvement Project
On-System

AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and the **County of Hays**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the parties executed a contract on **02/25/2021** to effectuate their agreement to construct intersection improvements at RM 12 and RM 150 in Hays County, Texas; and,

WHEREAS, it has become necessary to amend that contract in order to combine this work on a Carbon Reduction Program (CRP) Advance Funding Agreement template, as the project has received federal funding, and the Local Government will no longer be responsible for direct state costs; and,

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the parties do agree as follows:

AGREEMENT

The parties agree that the Agreement is amended as follows:

In accordance with the original Advance Funding Agreement, the contract will terminate effective when signed by the last party of whose signing makes this Amendment fully executed.

TxDOT:					Federal Highway Administration:	
CCSJ #	0683-03-042	AFA ID	Z00003965		CFDA No.	20.205
AFA CSJs	0683-03-042				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50106			
Project Name		Roundabout intersection at RM 12 and RM 150			*AFA Not Used For Research & Development*	

Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
_____	_____
Signature	Signature
_____	_____
Typed or Printed Name	Typed or Printed Name
_____	_____
Typed or Printed Title	Typed or Printed Title
_____	_____
Date	Date

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CSJ #	**0683-03-042**
District #	**14**
Code Chart 64 #	**50106**
Project Name	**Roundabout intersection at RM 12 and RM 150**

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Locally Funded Roadway Improvement Project
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Hays**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115814** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **the construction of intersection improvements at RM 12 and RM 150**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **02/23/2021**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order. A map showing the Project location appears in Attachment B, Location Map Showing Project, (Attachment B) which is attached to and made a part of this Agreement.

CSJ #	**0683-03-042**
District #	**14**
Code Chart 64 #	**50106**
Project Name	**Roundabout intersection at RM 12 and RM 150**

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	**N/A**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 12
4.	**State**	Construction Responsibilities	Article 13
5.	**Local Government**	Right of Way and Real Property	Article 15

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work includes the preliminary engineering (design, utilities, environmental, right-of-way, etc.), final design/engineering, and construction of a roundabout intersection at RM 12 and RM 150, including paving, grading and drainage improvements for the future extension of RM 150 west of RM 12 in Hays County, Texas.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget, (Attachment C) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

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B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.

C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.

F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House

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District #	**14**
Code Chart 64 #	**50106**
Project Name	**Roundabout intersection at RM 12 and RM 150**

(ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested

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District #	**14**
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Project Name	**Roundabout intersection at RM 12 and RM 150**

items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.

B. The cost of any environmental problem's mitigation and remediation.

C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.

D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written

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documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

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D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
E. If the Local Government is the responsible party, the State must review and approve change orders.
F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

15. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

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E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

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16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
County of Hays ATTN: County Judge 111 E. San Antonio St., Ste.300 San Marcos, TX 78666	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

18. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, of photocopy reproduction on a

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monthly basis or as required by the State. The originals shall remain the property of the Local Government.

21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local

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Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

27. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

28. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

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J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

29. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
DocuSigned by: Kenneth Stewart F1CDA80FDB8C4B6...	DocuSigned by: Ruben Becerra 63522231510A4CD...
Signature	Signature
Kenneth Stewart	Ruben Becerra
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	Hays County Judge
Typed or Printed Title	Typed or Printed Title
2/25/2021	2/24/2021
Date	Date

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CSJ #	**0683-03-042**
District #	**14**
Code Chart 64 #	**50106**
Project Name	**Roundabout intersection at RM 12 and RM 150**

ATTACHMENT A
RESOLUTION

A Resolution of the Hays County Commissioners Court
Approving an Advance Funding Agreement for Locally Funded Roadway Improvement Project On-System (Roundabout Intersection at RM 12 and RM 150)
and Authorizing the County Judge to Execute the Agreement on behalf of Hays County

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, the RM 12 at RM 150 Roundabout Intersection project is an element of the Hays County 2016 Road Bond Program; and

WHEREAS; the project would improve safety and mobility for local traffic conditions at this location; and

WHEREAS, Hays County has moved forward with project development of the RM 12 at RM 150 Roundabout Intersection project, including environmental clearance, construction design, and right-of-way/utility coordination; and

WHEREAS, the Advance Funding Agreement would memorialize the roles and responsibilities of the Texas Department of Transportation and Hays County in the development of the project;

NOW, THEREFORE, BE IT RESOLVED by the Hays County Commissioners Court:

(a) That the Commissioners Court of Hays County does hereby approve Advance Funding Agreement for Locally Funded Roadway Improvement Project On-System (RM 12 at RM 150 Roundabout Intersection) and authorizes the County Judge to execute the Agreement on behalf of Hays County.

CSJ #	**0683-03-042**
District #	**14**
Code Chart 64 #	**50106**
Project Name	**Roundabout intersection at RM 12 and RM 150**

RESOLVED, ORDERED, AND DECLARED this 23rd day of February, 2021.

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Lon Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas
Hays County Clerk

RM12atRM150RoundaboutAFA_resolutionCLEAN.docx

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Project Name	**Roundabout intersection at RM 12 and RM 150**

ATTACHMENT B
LOCATION MAP SHOWING PROJECT

CSJ #	**0683-03-042**
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Project Name	**Roundabout intersection at RM 12 and RM 150**

ATTACHMENT C
PROJECT BUDGET

Costs will be allocated based on applicable Local Government funding. The Local Government will then be responsible for 100% of the project costs.

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering (by Local Government)	$607,650	0%	$0	100%	$607,650
Right of Way (by Local Government)	$633,566	0%	$0	100%	$633,566
Environmental (by Local Government)	$95,545	0%	$0	100%	$95,545
Construction (by State)	$2,135,932	0%	$0	100%	$2,135,932
Subtotal	$3,472,693		$0		$3,472,693
Environmental Direct State Costs	$17,363	50%	$8,682	50%	$8,682
Right of Way Direct State Costs	$4,341	50%	$2,170	50%	$2,170
Engineering Direct State Costs	$26,045	50%	$13,023	50%	$13,023
Utility Direct State Costs	$4,341	50%	$2,170	50%	$2,170
Construction Direct State Costs	$121,544	50%	$60,772	50%	$60,772
Indirect State Costs (4.52%)	$156,966	100%	$156,966	0%	$0
TOTAL	$3,803,293		$243,783		$3,559,510

Initial payment by the Local Government to the State: $26,045
Payment by the Local Government to the State before construction: $2,196,704
Estimated total payment by the Local Government to the State $2,222,749

This is an estimate. The final amount of Local Government participation will be based on actual costs

AGENDA ITEM REQUEST FORM: I. 3.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Aaron Jones

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to release the surety bond #30227710 in the amount of $ 1,348,332.14 and consider the acceptance of road construction & surface drainage improvements for Waterstone, Phase 1B. **INGALSBE/A.JONES**

Summary

Staff recommends acceptance of construction of roads and drainage improvements, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements.

Attachments

Bond

BOND #: 30227710

KNOW ALL MEN BY THESE PRESENTS, That we, **_LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.**_____ as **Principal** and The Continental Insurance Company

a Corporation of the State of Pennsylvania , authorized to write Surety Bonds in the State of Texas, as **Surety**, are jointly and severally held and firmly bound unto HAYS COUNTY, in the sum of: one million three hundred forty-eight thousand three hundred thirty-two 14/100 ($1,348,332.14) Lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, executors, administrator, heirs, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the HAYS COUNTY has required the **Principal** to post fiscal surety for the following purpose:

To ensure completion of roadway and drainage improvements as itemized by the Subdivision Fiscal Estimate in connection with the Project Name: Waterstone Phase 1B; D&A #: 1636-009D

We understand and agree that the only requirement necessary for drawing any part or all the total amount of this bond is a letter of request from the HAYS COUNTY signed by the HAYS COUNTY JUDGE, or designee, stating that the HAYS COUNTY considers such a drawing on this bond amount necessary. No further substantiation of the necessity of the draw is required by the bond.

NOW, THEREFORE, if the said Principal shall furnish, install and complete, under the inspection and to the satisfaction of the HAYS COUNTY and in accordance with the above described specifications, the improvements aforesaid in said project as hereinbefore listed, then this obligation be null and void; otherwise, it shall remain in full force and effect.

Signed, sealed and dated this 17th day of September, 2024

PRINCIPAL:

Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership
By: U.S. Home, LLC, a Delaware limited liability company, its General Partner

By: _____

Name and Title: __Ken Blaker

_Authorized Agent_____

SURETY:

The Continental Insurance Copmany

By: _____

Name and Title: _Teuta Luri_____

___Attorney-in-Fact_____

NOTE: Attach original Power of Attorney for Surety signatory

Name, mailing address and email address of registered agent of Surety in Texas:

Teuta Luri - License #2299495

1717 Main Street, Suite 4400

Dallas, TX 75201

Email: Teuta.Luri@marsh.com

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jessica Richmond, Misty Witt, Amanda R Turman-Avina, Teuta Luri, Laura E Sudduth, Mary Ann Garcia, Mario Arzamendi, Barbara Norton, Cristina Nino, Madison Diaz, Gicelle Pajon, Katie Canales, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of October, 2023.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 10th day of October, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 17th day of September, 2024

The Continental Insurance Company

D. Johnson — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

AGENDA ITEM REQUEST FORM: I. 4.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Aaron Jones

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to release the surety bond #024267012 in the amount of $1,391,488.75 and consider the acceptance of road construction & surface drainage improvements for Waterstone, Phase 1A. **INGALSBE/A.JONES**

Summary

Staff recommends acceptance of construction of roads and drainage improvements, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received.

Attachments

Bond

BOND #: 024267012

KNOW ALL MEN BY THESE PRESENTS, That we, Lennar Homes of Texas Land and Construction, Ltd. as **Principal** and Liberty Mutual Insurance Company

a Corporation of the State of Massachusetts, authorized to write Surety Bonds in the State of Texas, as **Surety**, are jointly and severally held and firmly bound unto HAYS COUNTY, in the sum of:

One million three hundred ninety one thousand four hundred eighty eight and 75/

Cents) Lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, executors, administrator, heirs, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the HAYS COUNTY has required the **Principal** to post fiscal surety for the following purpose:

To ensure completion of roadway and drainage improvements as itemized by the Subdivision Fiscal Estimate in connection with the Waterstone 1A - Backbone.

We understand and agree that the only requirement necessary for drawing any part or all the total amount of this bond is a letter of request from the HAYS COUNTY signed by the HAYS COUNTY JUDGE, or designee, stating that the HAYS COUNTY considers such a drawing on this bond amount necessary. No further substantiation of the necessity of the draw is required by the bond.

NOW, THEREFORE, if the said Principal shall furnish, install and complete, under the inspection and to the satisfaction of the HAYS COUNTY and in accordance with the above described specifications, the improvements aforesaid in said project as hereinbefore listed, then this obligation be null and void; otherwise, it shall remain in full force and effect.

Signed, sealed and dated this 16th day of March, 20 23

PRINCIPAL: Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership By: U.S. Home, LLC, a Delaware limited liability company, its General Partner

By:

Name and Title: KENNETH BEARDEN
AUTHORIZED AGENT

SURETY: Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

By:

Name and Title: Mary Ann Garcia
Attorney-in-Fact

NOTE: Attach original Power of Attorney for Surety signatory

Name, mailing address and email address of registered agent of Surety in Texas:

Mary Ann Garcia - Marsh USA LLC

2929 Allen Parkway, Suite 2500

Houston, Texas 77019

Email: mary.ann.garcia@marsh.com

Liberty Mutual
SURETY

Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Liberty Mutual Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Liberty Mutual Surety Claims **at** 206-473-6210
Online: www.LibertyMutualSuretyClaims.com
Email: HOSCL@libertymutual.com
Mail: P.O. Box 34526 Seattle, WA 98124

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene, un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Deparamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Liberty Mutual Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Liberty Mutual Surety Claims **al** 206-473-6210

En línea: www.LibertyMutualSuretyClaims.com

Correo electrónico: HOSCL@libertymutual.com

Dirección postal:P.O. Box 34526 Seattle, WA 98124

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Liberty Mutual. SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

Mary Ann Garcia

all of the city of Houston, state of Texas each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of March, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

AGENDA ITEM REQUEST FORM: I. 5.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Aaron Jones

Sponsor: Commissioner Cohen

Agenda Item

Discussion and possible action to consider the release of the 2-year maintenance bond #800131791 in the amount of $516,827.85 for Anthem subdivision, Phase 2 and Phase 3, and the acceptance of roads into the county road maintenance system for Anthem Subdivision Phase 2 & 3. **COHEN/A.JONES**

Summary

Staff recommends acceptance of these roads into the county road maintenance system. Phase 2 roads include: Anthem Parkway (660 ft.), Golden Bridge (745 ft.), Niagara Falls (437 ft.), Smithsonian Lane (435 ft.), and Yosemite Drive (1,179 ft.) Phase 3 roads include: Anthem Parkway (553 ft.), Grand Canyon Way (722 ft.), Niagara Falls Lane (453 ft.), and Smithsonian Lane (1,255 ft.).

Attachments

Maintenance Bond
Plat
Plat

intact INSURANCE surety

MAINTENANCE BOND

BOND NO. 800131791

KNOW ALL MEN BY THESE PRESENTS:

That we CC Carlton Industries, Ltd. as Principal, and Atlantic Specialty Insurance Company as Surety, are held and firmly bound unto Hays County, Texas as Obligee in the sum of Five Hundred Sixteen Thousand Eight Hundred Twenty-seven And 85/100 Dollars ($ $516,827.85) for which sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, on the _____ day of _____, _____, Principal entered into a contract with the Obligee for:

Anthem Phase 2 & 3 Street Improvements

Which contract is by reference made a part hereof and is hereafter referred to as the Contract.

NOW THEREFORE, the condition of this obligation is such, that if the Contractor shall make good any defect in material or construction that shall appear within Two (2) year(s) from the date of the substantial completion, (3/2/2025) this shall be null and void and otherwise remain in full force and effect.

Signed, sealed and dated this 2nd day of March, 2023.

CC Carlton Industries, Ltd.

Charla Rogers
Witness

BY: _____
Principal

ITS: President, CC Carlton Industries, Ltd.

Atlantic Specialty Insurance Company

Andriana M. Gonzalez
Witness

BY: _____
Attorney-In-Fact
John W. Schuler

3/

605 Highway 169 North, Suite 800
Plymouth, Minnesota, USA 55441
Web: intactspecialty.com/surety
E-mail: surety@intactinsurance.com

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Walter E. Benson Jr, Steve Dobson, John W. Schuler,** each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed, sealed and dated this 2nd day of March, 2023

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

1-800-321-2721

You may also write to your Insurance Carrier at:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede communicarse con su agente.

Usted puede llamar al numero de telefono gratis de su compañía de seguros para informacion o para someter una queja al:

1-800-321-2721

Usted tambien puede escribir a su compañía de seguros en:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104, Austin, TX 78714

Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS □ RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte condicion del documento adjunto.

STATE OF TEXAS :
COUNTY OF HAYS :

KNOW ALL MEN BY THESE PRESENTS:

THAT, KYLE 150 LP, OWNER OF 18.509 ACRES OUT OF THE JOHN COOPER SURVEY NO. 13, ABSTRACT 100 IN HAYS COUNTY, TEXAS, AS CONVEYED BY DEED OF RECORD IN VOLUME 5272, PAGE 475 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 18.509 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS:

"ANTHEM PHASE 2 FINAL PLAT"

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS HEREON.

WITNESS MY HAND THIS THE _____ DAY OF _____, 20____ A.D.

AUSTIN, TEXAS 78746

BY: _____
CLARK WILSON FOR KYLE 150 LP
5312 PARK HOLLOW LANE, AUSTIN, TX 78746

STATE OF TEXAS :
COUNTY OF TRAVIS :

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED CLARK WILSON KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND, THIS THE _____ DAY OF _____, 20____ A.D.

_____
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

FINAL PLAT NOTES:

1. THIS FINAL PLAT IS LOCATED ENTIRELY WITHIN HAYS COUNTY, ENTIRELY WITHIN THE BOUNDARY OF THE ANTHEM M.U.D. NO. 1.
2. A PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
3. A PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
4. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
5. NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOODPLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP NO. 48209C 0270 F, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
7. STREETS TO BE ACCESSED WILL BE CONSTRUCTED WITH CURB AND GUTTER.
8. LINEAR FOOTAGE OF STREET IMPROVEMENTS: 3,456 L.F.
9. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY REQUIREMENTS AS APPLICABLE TO THIS DEVELOPMENT.
10. AREA WITHIN NEW ROAD RIGHT-OF-WAY = 4.14 ACRES.
11. ALL STREETS TO BE PAVED, PUBLIC AND MAINTAINED BY THE COUNTY.
12. NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
13. GREENBELT/DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
14. SIDEWALKS SHALL BE CONSTRUCTED ALONG AT LEAST ON SIDE OF EACH RESIDENTIAL STREET AND MAINTAINED BY ANTHEM MUD NO. 1.
15. THIS SUBDIVISION IS WITHIN THE ETJ OF THE CITY OF MOUNTAIN CITY, TEXAS.
16. GAS IS PROVIDED BY CENTERPOINT ENERGY.
17. TELEPHONE/CABLE PROVIDED BY TIME WARNER
18. ELECTRICITY PROVIDED BY PEDERNALES ELECTRIC COMPANY.
19. THE WASTEWATER TREATMENT PLANT IS OWNED AND OPERATED BY THE CITY OF KYLE, TEXAS.
20. WASTEWATER SERVICE IS PROVIDED BY THE CITY OF KYLE, TEXAS (SEE NOTE ABOVE).
21. WATER IS PROVIDED BY THE CITY OF KYLE, TEXAS
22. THE REQUIREMENT CONCERNING CONSTRUCTION STANDARDS FOR MAILBOXES INSTALLED WITHIN THE RIGHT-OF-WAY OF STREETS AND HIGHWAYS AND REQUIRING ALL SUCH MAILBOXES TO BE MADE OF COLLAPSIBLE MATERIALS, AS DEFINED IN THE ORDINANCE. COMMUNITY MAILBOXES SHALL HAVE A SEPARATE LIGHT/STREET LIGHT TO ILLUMINATE THE MAILBOX AREA.
23. 15' UTILITY EASEMENTS SHALL BE LOCATED ALONG EACH SIDE OF DEDICATED RIGHT OF WAY.
24. FOR THE TWO (2), TEN (10), TWENTY-FIVE (25), AND ONE HUNDRED (100) YEAR, TWENTY-FOUR (24) HOUR STORM EVENTS, POST DEVELOPED CONDITION RUNOFF RATES SHALL BE LESS THAN OR EQUAL TO THE PRE-DEVELOPED CONDITION RUNOFF RATES. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
25. THIS SITE IS LOCATED WITHIN HAYS COUNTY ESD#5.
26. CONSTRUCTION STANDARDS AND SPECIFICATIONS WILL BE AS AGREED TO IN THE PHASING AGREEMENT APPROVED BY THE HAYS COUNTY COMMISSIONER'S COURT ON APRIL 4, 2017 AND THE FIRST AMENDMENT TO THE PHASING AGREEMENT EXECUTED DECEMBER 17, 2019.
27. PURSUANT TO CHAPTER 245 SECTION 004 (EXEMPTIONS) THE CONSTRUCTION STANDARDS ADOPTED BY HAYS COUNTY FOR THE HEALTH AND WELFARE OF THE PUBLIC ARE NOT EXEMPTED FROM CHANGE AND THUS ARE NOT CONSIDERED GRAND-FATHERED. IT IS THE DECISION OF THE HAYS COUNTY TRANSPORTATION AND DEVELOPMENT SERVICES DEPARTMENTS THAT THE CONSTRUCTION AND DESIGN STANDARDS AT THE TIME OF ORIGINAL PLATTING SHALL BE HONORED FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF FINAL PLAT ACCEPTANCE. IF CONSTRUCTION HAS STARTED PRIOR TO THE FIVE YEAR EXPIRATION DATE THEN THE PHASES FOR WHICH THE COUNTY HAS COMPLETE CONSTRUCTION PLANS FOR SHALL BE ALLOWED TO USE THE ORIGINAL STANDARDS, SUBSEQUENT PHASES THAT HAVE NOT BEEN FULLY DESIGNED AND APPROVED AT THAT POINT SHALL BE DESIGNED TO THE MOST CURRENT STANDARDS AND SPECIFICATIONS.
28. POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF HAYS COUNTY. THE OWNER OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED AND MADE AVAILABLE FOR REVIEW UPON REQUEST.

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND / OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

STATE OF TEXAS :
COUNTY OF HAYS :

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACCURATE AND ON-THE-GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF HAYS COUNTY, TEXAS.

_____ _____
ROBERT GERTSON, RPLS 6367 DATE
ATWELL-GROUP, LLC
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TEXAS 78746

STATE OF TEXAS :
COUNTY OF HAYS :

I, DAVID B. FUSILIER, P.E., A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT NO PORTION OF ANY RESIDENTIAL LOT IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 48209C 0290 F, EFFECTIVE DATE OF SEPTEMBER 2, 2005. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHTS-OF-WAY AND/OR GREENBELT/DRAINAGE LOTS OR EASEMENTS SHOWN ON THE ATTACHED PLAT.

_____ _____
DAVID B. FUSILIER, P.E. 87710 DATE
ATWELL-GROUP, LLC
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TEXAS 78746

THIS PLAT OF ANTHEM PHASE 2, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF MOUNTAIN CITY, TEXAS IS HEREBY APPROVED BY SUCH COMMISSION.

THIS THE _____ DAY OF _____, 20____

BY :
_____
CHAIRMAN

ATTEST:
_____

ANTHEM PHASE 2 IS LOCATED ENTIRELY WITHIN THE BOUNDARIES AND SERVICE AREA OF THE CITY OF KYLE, TEXAS. WATER AND WASTEWATER SERVICE, AS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, WILL BE PROVIDED TO ALL LOTS REQUIRING SERVICE THROUGH THE CITY OF KYLE'S WATER AND WASTEWATER SYSTEM.

_____ _____
HARPER WILDER, PUBLIC WORKS DIRECTOR DATE
CITY OF KYLE, TEXAS

_____ _____
BRANDON BRYDSON, PRESIDENT DATE
ANTHEM M.U.D. NO. 1

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 GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON - SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

_____ _____
MARCUS PACHECO, DIRECTOR DATE
HAYS COUNTY DEVELOPMENT SERVICES

_____ _____
ERIC VAN GAASBEEK, CFM, RS DATE
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

STATE OF TEXAS :
COUNTY OF HAYS :

I, ELAINE HANSON CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20____ A.D. 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 SAID COURT INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____ A.D.

_____
RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

_____
ELAINE HANSON CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS :
COUNTY OF HAYS :

I, ELAINE HANSON CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D. AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NO. _____ WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____ A.D.

_____
ELAINE HANSON CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

1. BEARINGS ARE REFERENCED TO TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.

2. ELEVATIONS ARE BASED ON NAVD 1988 DATUM.

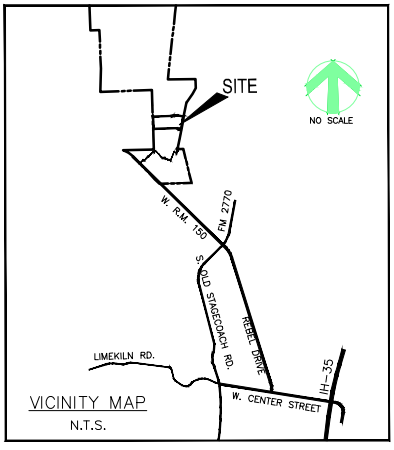
3. 1/2" IRON RODS WITH CAPS SET AT ALL CORNERS, UNLESS OTHERWISE NOTED.

TBM # 1
IRON ROD WITH CAP STAMPED "AST" AT THE NORTH R/W LINE OF RM150, 8.5' NE OF THE NW CORNER ON SAFETY END TREATMENT OF 18" CMP, 21' NORTH OF THE NORTHERN EDGE OF PAVEMENT AND 5' WEST OF A GRAVEL DRIVE.

TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE COORDINATES:
N= 13923074.71
E= 2313177.69
ELEVATION = 871.77 NAVD88

TBM # 2
IRON ROD WITH CAP STAMPED "AST" AT THE NORTH R/W LINE OF RM150, 400' EAST OF A MAILBOX, 25' SOUTH OF A WIRE FENCE AND 18' NORTH OF THE EDGE OF PAVEMENT.

TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE COORDINATES:
N= 13921486.178
E= 2314866.42
ELEVATION = 866.51 NAVD88



VICINITY MAP
N.T.S.

PROJECT:	ANTHEM PHASE 2
JOB NUMBER:	ANTHEM 2
SURVEY DATE:	APRIL 2022
SCALE:	1" = 100'
SURVEYOR:	ROBERT GERTSON
TECHNICIAN:	EB
DRAWING:	
DESCRIPTION:	
PARTYCHIEF:	
FIELDBOOKS:	

PLOT DATE/TIME: NOV. 10, 22 - 10:04:16

ATWELL
866.850.4200 www.atwell-group.com
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
TBPE NO. 12242

ANTHEM PHASE 2 FINAL PLAT

LOT AREA	14.364 AC.
STREET ROW AREA	4.144 AC.
TOTAL AREA	18.509 AC.

CENTERLINE STREET LINEAR FOOTAGE			
STREET NAME	ROW WIDTH	LENGTH	TYPE
ANTHEM PARKWAY	70'	660	COLLECTOR
GOLDEN BRIDGE	50'	745	RESIDENTIAL
NIAGARA FALLS	50'	437	RESIDENTIAL
SMITHSONIAN	50'	435	RESIDENTIAL
YOSEMITE	50'	1,179	RESIDENTIAL

TOTAL LINEAR FEET OF STREET ROW = 3,456

TOTAL NO. SINGLE FAMILY LOTS: 76 (11.13 AC.)
AVERAGE SIZE OF SINGLE FAMILY LOT = 0.14 AC.
TOTAL NO. OPEN SPACE, & DRAINAGE EASEMENT LOTS: 5 (3.23 AC.)
TOTAL NO. BLOCKS: 5

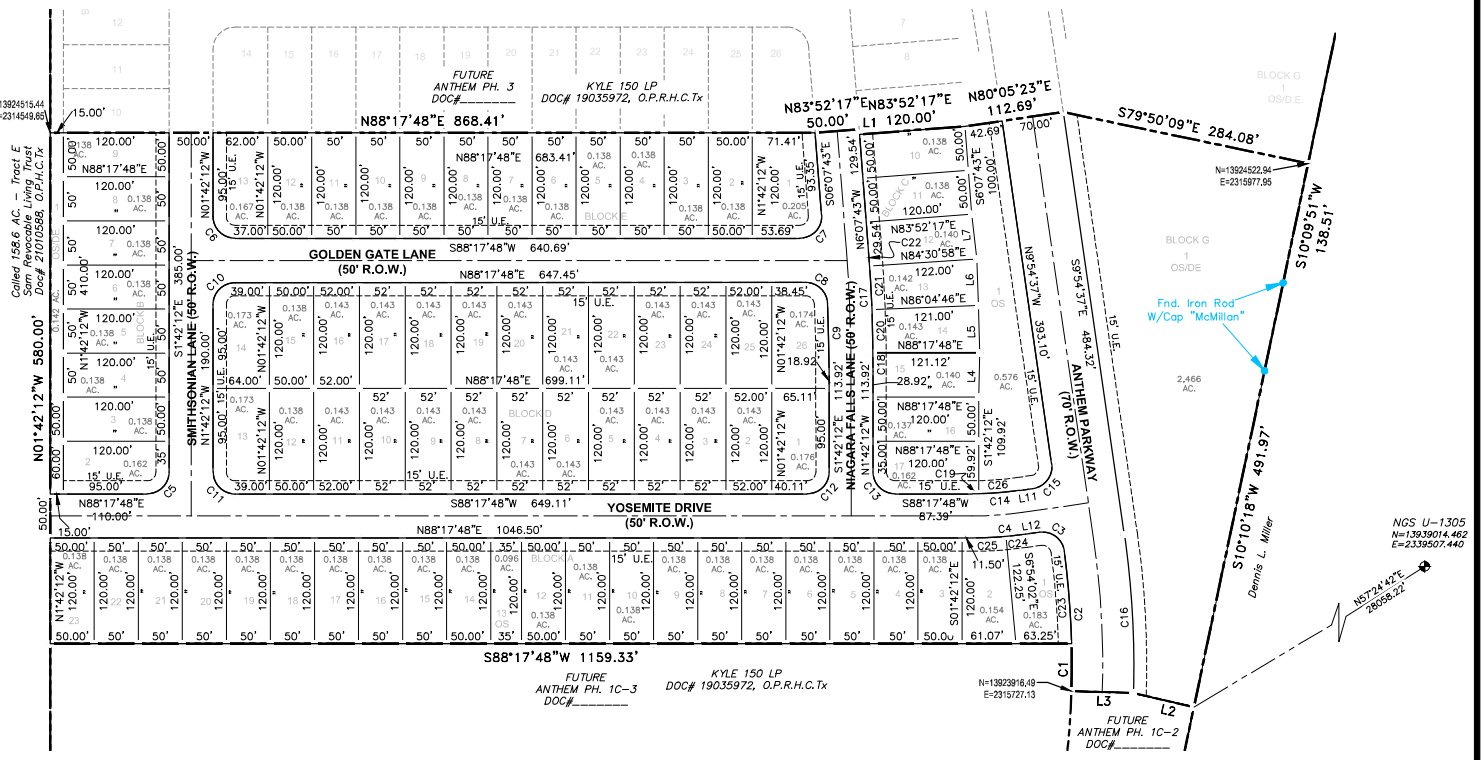
LOT SIZE	NO.
>10 ACRES	0
5 TO 10 ACRES	0
2 TO 5 ACRES	1
1 TO 2 ACRES	0
< 1 ACRE	80

LEGEND:

- IRON ROD WITH CAP FOUND
- IRON ROD WITH CAP SET
- COTTON SPINDLE SET
- MAG NAIL SET
- CONCRETE MONUMENT SET
- D.E. DRAINAGE ESMT.
- U.E. UTILITY ESMT.
- W.W.E. WASTEWATER EASEMENT
- SIDEWALK LOCATION
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS

0 100 400 600

SCALE: 1" = 100'



CURVE DATA TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C2	9°27'20"	965.00'	159.25'	N4°38'51"W	159.07'
C3	90°32'07"	25.00'	39.50'	N54°38'34"W	35.52'
C4	8°12'25"	425.00'	60.88'	N84°11'35"E	60.82'
C5	90°00'00"	25.00'	39.27'	N43°17'48"E	35.36'
C6	90°00'00"	25.00'	39.27'	S46°42'12"E	35.36'
C7	94°25'31"	25.00'	41.20'	N41°05'02"E	36.69'
C8	87°29'38"	25.00'	38.18'	N47°57'23"W	34.57'
C9	2°30'22"	1765.00'	77.20'	N2°57'23"W	77.19'
C10	90°00'00"	25.00'	39.27'	S43°17'48"W	35.36'
C11	90°00'00"	25.00'	39.27'	S46°42'12"E	35.36'
C12	90°00'00"	25.00'	39.27'	N43°17'48"E	35.36'
C13	90°00'00"	25.00'	39.27'	S46°42'12"E	35.36'
C14	8°12'25"	375.00'	53.71'	S84°11'35"W	53.67'
C15	90°00'00"	25.00'	39.27'	S35°05'23"W	35.36'
C16	9°59'27"	1035.00'	180.48'	N4°54'54"W	180.25'
C17	4°25'31"	1815.00'	140.18'	N3°54'58"W	140.15'
C18	0°39'56"	1815.00'	21.08'	N2°02'10"W	21.08'
C19	1°09'45"	375.00'	7.61'	N87°42'55"E	7.61'
C20	1°33'06"	1815.00'	49.15'	N3°08'41"W	49.15'
C21	1°33'48"	1815.00'	49.52'	N4°42'08"W	49.52'
C22	0°38'42"	1815.00'	20.43'	N5°48'23"W	20.43'
C23	6°16'03"	965.00'	105.56'	N6°14'29"W	105.51'
C24	3°00'35"	425.00'	22.33'	N81°35'40"E	22.32'
C25	5°11'50"	425.00'	38.55'	N85°41'53"E	38.54'
C26	7°02'40"	375.00'	46.11'	N83°36'42"E	46.08'

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L1	S6°07'43"E	5.76'
L2	N78°35'17"W	70.90'
L3	N89°55'16"W	70.00'
L4	N0°33'27"W	50.01'
L5	N3°14'46"W	53.84'
L6	N3°37'05"W	52.84'
L7	N8°13'23"W	51.37'
L11	S80°05'23"W	15.66'
L12	S80°05'23"W	15.62'

LOT	BLOCK	ACREAGE
1-OS	A	0.183 AC
2	A	0.154 AC
3	A	0.138 AC
4	A	0.138 AC
5	A	0.138 AC
6	A	0.138 AC
7	A	0.138 AC
8	A	0.138 AC
9	A	0.138 AC
10	A	0.138 AC
11	A	0.138 AC
12	A	0.138 AC
13-OS	A	0.096 AC
14	A	0.138 AC
15	A	0.138 AC
16	A	0.138 AC
17	A	0.138 AC
18	A	0.138 AC
19	A	0.138 AC
20	A	0.138 AC
21	A	0.138 AC
22	A	0.138 AC
23	A	0.138 AC
1	B	0.142 AC
2	B	0.162 AC
3	B	0.138 AC
4	B	0.138 AC
5	B	0.138 AC
6	B	0.138 AC
7	B	0.138 AC
8	B	0.138 AC
9	B	0.138 AC
1	C	0.576 AC
10	C	0.138 AC

LOT	BLOCK	ACREAGE
11	C	0.138 AC
12	C	0.140 AC
13	C	0.142 AC
14	C	0.143 AC
15	C	0.140 AC
16	C	0.137 AC
17	C	0.162 AC
1	D	0.176 AC
2	D	0.143 AC
3	D	0.143 AC
4	D	0.143 AC
5	D	0.143 AC
6	D	0.143 AC
7	D	0.143 AC
8	D	0.143 AC
9	D	0.143 AC
10	D	0.143 AC
11	D	0.143 AC
12	D	0.183 AC
13	D	0.173 AC
14	D	0.173 AC
15	D	0.138 AC
16	D	0.143 AC
17	D	0.143 AC
18	D	0.143 AC
19	D	0.143 AC
20	D	0.143 AC
21	D	0.143 AC
22	D	0.143 AC
23	D	0.143 AC
24	D	0.143 AC
25	D	0.143 AC
26	D	0.174 AC
1	E	0.205 AC

LOT	BLOCK	ACREAGE
2	E	0.138 AC
3	E	0.138 AC
4	E	0.138 AC
5	E	0.138 AC
6	E	0.138 AC
7	E	0.138 AC
8	E	0.138 AC
9	E	0.138 AC
10	E	0.138 AC
11	E	0.138 AC
12	E	0.138 AC
13	E	0.167 AC
1	G	2.466 AC

PROJECT:	ANTHEM PHASE 2
JOB NUMBER:	ANTHEM 2
SURVEY DATE:	APRIL 2022
SCALE:	1" = 100'
SURVEYOR:	ROBERT GERTSON
TECHNICIAN:	EB
DRAWING:	
DESCRIPTION:	N/A
PARTYCHIEF:	
FIELDBOOKS:	Anthem #1

PLOT DATE/TIME: NOV. 10, 22 - 10:04:37

ATWELL
866.850.4200 www.atwell-group.com
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
TBPE NO. 12242

ANTHEM PHASE 2 FINAL PLAT

SHEET 2 OF 2

STATE OF TEXAS :
COUNTY OF HAYS :

KNOW ALL MEN BY THESE PRESENTS:

THAT, KYLE 150 LP, OWNER OF 20.306 ACRES OUT OF THE JOHN COOPER SURVEY NO. 13, ABSTRACT 100 IN HAYS COUNTY, TEXAS, AS CONVEYED BY DEED OF RECORD IN VOLUME 5272, PAGE 475 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 20.306 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS:

"ANTHEM PHASE 3 FINAL PLAT"

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS HEREON.

WITNESS MY HAND THIS THE _____ DAY OF _____, 20____ A.D.

AUSTIN, TEXAS 78746

BY: _____
CLARK WILSON FOR KYLE 150 LP
5312 PARK HOLLOW LANE, AUSTIN, TX 78746

STATE OF TEXAS :
COUNTY OF TRAVIS :

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED CLARK WILSON KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND, THIS THE _____ DAY OF _____, 20____ A.D.

_____
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

FINAL PLAT NOTES:

1. THIS FINAL PLAT IS LOCATED ENTIRELY WITHIN HAYS COUNTY, ENTIRELY WITHIN THE BOUNDARY OF THE ANTHEM M.U.D. NO. 1.
2. THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
3. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
4. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
5. NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOODPLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP NO. 48209C 0270 F, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
7. STREETS TO BE ACCESSED WILL BE CONSTRUCTED WITH CURB AND GUTTER.
8. LINEAR FOOTAGE OF STREET IMPROVEMENTS: 2,983 L.F.
9. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY REQUIREMENTS AS APPLICABLE TO THIS DEVELOPMENT.
10. AREA WITHIN NEW ROAD RIGHT-OF-WAY = 3,696 ACRES.
11. ALL STREETS TO BE PAVED, PUBLIC AND MAINTAINED BY THE COUNTY.
12. NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
13. GREENBELT/DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
14. SIDEWALKS SHALL BE CONSTRUCTED ALONG AT LEAST ON SIDE OF EACH RESIDENTIAL STREET AND MAINTAINED BY ANTHEM MUD NO. 1.
15. THIS SUBDIVISION IS WITHIN THE ETJ OF THE CITY OF MOUNTAIN CITY, TEXAS.
16. GAS IS PROVIDED BY CENTERPOINT ENERGY.
17. TELEPHONE/CABLE PROVIDED BY TIME WARNER
18. ELECTRICITY PROVIDED BY PEDERNALES ELECTRIC COMPANY.
19. THE WASTEWATER TREATMENT PLANT IS OWNED AND OPERATED BY THE CITY OF KYLE, TEXAS.
20. WASTEWATER SERVICE IS PROVIDED BY THE CITY OF KYLE, TEXAS (SEE NOTE ABOVE).
21. WATER IS PROVIDED BY THE CITY OF KYLE, TEXAS
22. THE REQUIREMENT CONCERNING CONSTRUCTION STANDARDS FOR MAILBOXES INSTALLED WITHIN THE RIGHT-OF-WAY OF STREETS AND HIGHWAYS AND REQUIRING ALL SUCH MAILBOXES TO BE MADE OF COLLAPSIBLE MATERIALS, AS DEFINED IN THE ORDINANCE, COMMUNITY MAILBOXES SHALL HAVE A SEPARATE LIGHT/STREET LIGHT TO ILLUMINATE THE MAILBOX AREA.
23. 15' UTILITY EASEMENTS SHALL BE LOCATED ALONG EACH SIDE OF DEDICATED RIGHT OF WAY.
24. FOR THE TWO (2), TEN (10), TWENTY-FIVE (25), AND ONE HUNDRED (100) YEAR, TWENTY-FOUR (24) HOUR STORM EVENTS, POST DEVELOPED CONDITION RUNOFF RATES SHALL BE LESS THAN OR EQUAL TO THE PRE-DEVELOPED CONDITION RUNOFF RATES. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
25. THIS SITE IS LOCATED WITHIN HAYS COUNTY ESD#5.
26. CONSTRUCTION STANDARDS AND SPECIFICATIONS WILL BE AS AGREED TO IN THE PHASING AGREEMENT APPROVED BY THE HAYS COUNTY COMMISSIONER'S COURT ON APRIL 4, 2017, AND THE FIRST AMENDMENT TO THE PHASING AGREEMENT EXECUTED DECEMBER 17, 2019.
27. PURSUANT TO CHAPTER 245 SECTION 004 (EXEMPTIONS) THE CONSTRUCTION STANDARDS ADOPTED BY HAYS COUNTY FOR THE HEALTH AND WELFARE OF THE PUBLIC ARE NOT EXEMPTED FROM CHANGE AND THUS ARE NOT CONSIDERED GRAND-FATHERED. IT IS THE DECISION OF THE HAYS COUNTY TRANSPORTATION AND DEVELOPMENT SERVICES DEPARTMENTS THAT THE CONSTRUCTION AND DESIGN STANDARDS AT THE TIME OF ORIGINAL PLATTING SHALL BE HONORED FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF FINAL PLAT ACCEPTANCE. IF CONSTRUCTION HAS STARTED PRIOR TO THE FIVE YEAR EXPIRATION DATE THEN THE PHASES FOR WHICH THE COUNTY HAS COMPLETE CONSTRUCTION PLANS FOR SHALL BE ALLOWED TO USE THE ORIGINAL STANDARDS. SUBSEQUENT PHASES THAT HAVE NOT BEEN FULLY DESIGNED AND APPROVED AT THAT POINT SHALL BE DESIGNED TO THE MOST CURRENT STANDARDS AND SPECIFICATIONS.
28. POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF HAYS COUNTY. THE OWNER OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED AND MADE AVAILABLE FOR REVIEW UPON REQUEST.

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND / OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

STATE OF TEXAS :
COUNTY OF HAYS :

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACCURATE AND ON-THE-GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF HAYS COUNTY, TEXAS.

NOT FOR RECORDATION

_____ _____
ROBERT GERTSON, RPLS 6367 DATE
ATWELL-GROUP, LLC
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TEXAS 78746

STATE OF TEXAS :
COUNTY OF HAYS :

I, DAVID B. FUSILIER, P.E., A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT NO PORTION OF ANY RESIDENTIAL LOT IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 48209C 0290 F, EFFECTIVE DATE OF SEPTEMBER 2, 2005. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHTS-OF-WAY AND/OR GREENBELT/DRAINAGE LOTS OR EASEMENTS SHOWN ON THE ATTACHED PLAT.

NOT FOR RECORDATION

_____ _____
DAVID B. FUSILIER, P.E. 87710 DATE
ATWELL-GROUP, LLC
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TEXAS 78746

THIS PLAT OF ANTHEM PHASE 3, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF MOUNTAIN CITY, TEXAS IS HEREBY APPROVED BY SUCH COMMISSION.

THIS THE _____ DAY OF _____, 20___

BY : _____
CHAIRMAN

ATTEST: _____

ANTHEM PHASE 3 IS LOCATED ENTIRELY WITHIN THE BOUNDARIES AND SERVICE AREA OF THE CITY OF KYLE, TEXAS, WATER AND WASTEWATER SERVICE, AS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, WILL BE PROVIDED TO ALL LOTS REQUIRING SERVICE THROUGH THE CITY OF KYLE'S WATER AND WASTEWATER SYSTEM.

_____ _____
HARPER WILDER, PUBLIC WORKS DIRECTOR DATE
CITY OF KYLE, TEXAS

_____ _____
BRANDON BRYDSON, PRESIDENT DATE
ANTHEM M.U.D. NO. 1

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 GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON - SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

_____ _____
MARCUS PACHECO, DIRECTOR DATE
HAYS COUNTY DEVELOPMENT SERVICES

_____ _____
ERIC VAN GAASBEEK, CFM, RS DATE
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

STATE OF TEXAS :
COUNTY OF HAYS :

I, ELAINE HANSON CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20____ A.D., 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 SAID COURT INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____ A.D.

_____
RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

_____
ELAINE HANSON CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS :
COUNTY OF HAYS :

I, ELAINE HANSON CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D. AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NO. _____ WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____ A.D.

_____
ELAINE HANSON CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

1. BEARINGS ARE REFERENCED TO TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.

2. ELEVATIONS ARE BASED ON NAVD 1988 DATUM.

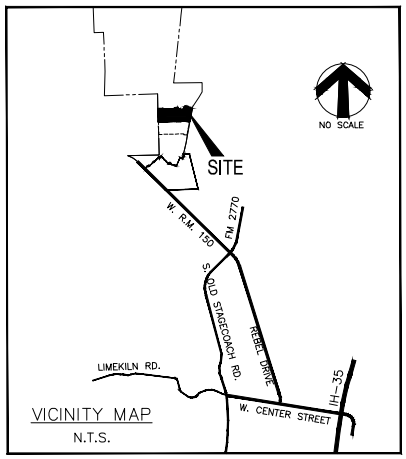
3. 1/2" IRON RODS WITH CAPS SET AT ALL CORNERS, UNLESS OTHERWISE NOTED.

TBM # 1
IRON ROD WITH CAP STAMPED "AST" AT THE NORTH R/W LINE OF RM150, 8.5' NE OF THE NW CORNER ON SAFETY END TREATMENT OF 18" CMP, 21' NORTH OF THE NORTHERN EDGE OF PAVEMENT AND 5' WEST OF A GRAVEL DRIVE.

TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE COORDINATES:
N= 13923074.71
E= 2313177.69
ELEVATION = 871.77 NAVD88

TBM # 2
IRON ROD WITH CAP STAMPED "AST" AT THE NORTH R/W LINE OF RM150, 400' EAST OF A MAILBOX, 25' SOUTH OF A WIRE FENCE AND 18' NORTH OF THE EDGE OF PAVEMENT.

TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE COORDINATES:
N= 13921486.178
E= 2314866.42
ELEVATION = 866.51 NAVD88



VICINITY MAP
N.T.S.

PROJECT:	ANTHEM PHASE 3
JOB NUMBER:	ANTHEM 3
SURVEY DATE:	APRIL 2022
SCALE:	1" = 100'
SURVEYOR:	ROBERT GERTSON
TECHNICIAN:	EB
DRAWING:	
DESCRIPTION:	
PARTYCHIEF:	
FIELDBOOKS:	

ATWELL
866.850.4200 www.atwell-group.com
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
TBPE NO. 12242

ANTHEM PHASE 3 FINAL PLAT

SHEET 1 OF 2

K:\Austin\Projects\Anthem\Anthem Phase 3\Anthem Phase 3 Final Plat.dwg
User: ebaker
Plot Date/Time: Oct. 19, 22 - 09:19:35

LOT AREA	16.61 AC.
STREET ROW AREA	3.696 AC.
TOTAL AREA	20.306 AC.

CENTERLINE STREET LINEAR FOOTAGE			
STREET NAME	ROW WIDTH	LENGTH	TYPE
ANTHEM PARKWAY	70'	553	COLLECTOR
GRAND CANYON WAY	50'	722	RESIDENTIAL
NIAGARA FALLS LANE	50'	453	RESIDENTIAL
SMITHSONIAN LANE	50'	1,255	RESIDENTIAL

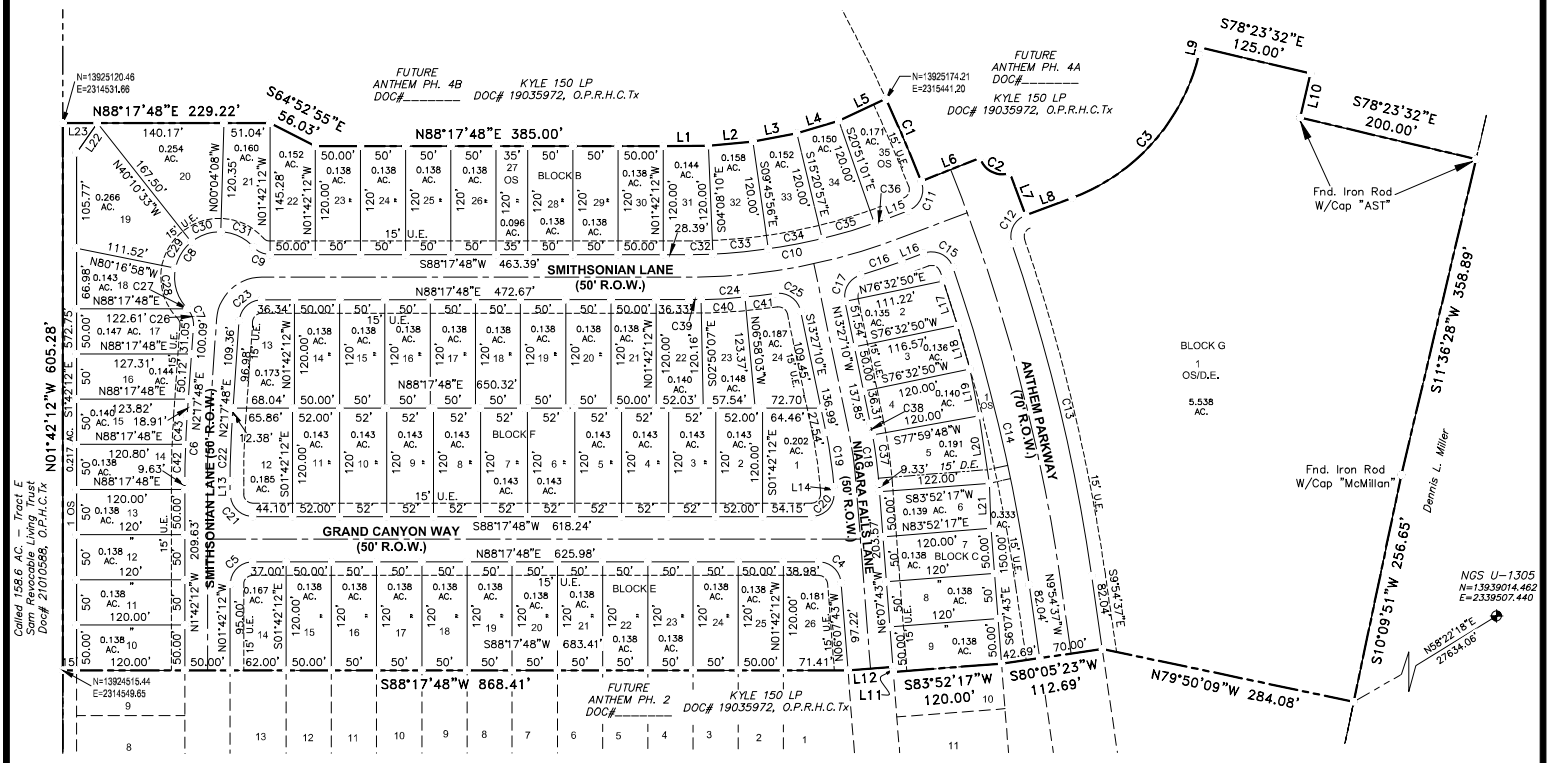
TOTAL LINEAR FEET OF STREET ROW = 2,983

TOTAL NO. SINGLE FAMILY LOTS: 69 (10.35 AC.)
AVERAGE SIZE OF SINGLE FAMILY LOT = 0.15 AC.
TOTAL NO. OPEN SPACE & DRAINAGE EASEMENT LOTS: 5 (6.26 AC)
TOTAL NO. BLOCKS: 5

LOT SIZE	NO.
>10 ACRES	0
5 TO 10 ACRES	1
2 TO 5 ACRES	0
1 TO 2 ACRES	0
< 1 ACRE	73

0 100 200 300
SCALE: 1" = 100'

LEGEND:
- IRON ROD WITH CAP FOUND
- IRON ROD WITH CAP SET
- COTTON SPINDLE SET
- MAG NAIL SET
- CONCRETE MONUMENT SET
- D.E. DRAINAGE ESMT.
- U.E. UTILITY ESMT.
- H.C.D.R HAYS COUNTY DEED RECORDS
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS



CURVE DATA TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	2°53'34"	1964.60'	99.19'	S24°51'37"E	99.18'
C2	94°09'33"	25.21'	41.43'	N64°51'28"W	36.92'
C3	56°15'35"	225.00'	220.93'	N39°44'15"E	212.16'
C4	85°34'29"	25.00'	37.34'	N48°54'58"W	33.96'
C5	90°00'00"	25.00'	39.27'	S43°17'48"W	35.36'
C6	4°00'00"	1025.00'	71.56'	S0°17'48"W	71.54'
C7	48°11'23"	25.00'	21.03'	N21°47'54"W	20.41'
C8	182°22'46"	50.00'	159.16'	S45°17'48"W	99.98'
C9	48°11'23"	25.00'	21.03'	S67°36'31"E	20.41'
C10	20°25'45"	625.00'	222.85'	N78°04'55"E	221.67'
C11	91°16'54"	25.00'	39.83'	N22°13'36"E	35.75'
C12	89°08'58"	25.00'	38.90'	S24°01'12"W	35.10'
C13	10°38'51"	2035.00'	378.17'	N15°14'03"W	377.63'
C14	10°33'00"	1965.00'	361.82'	N15°11'08"W	361.31'
C15	91°40'20"	25.00'	40.00'	N66°17'48"W	35.87'
C16	4°05'28"	675.00'	48.20'	N69°54'47"E	48.19'
C17	85°24'41"	25.00'	37.27'	S29°15'10"W	33.91'
C18	7°19'27"	525.00'	67.11'	N9°47'27"W	67.07'
C19	7°19'27"	475.00'	60.72'	N9°47'27"W	60.68'
C20	94°25'31"	25.00'	41.20'	N41°05'02"E	36.69'
C21	90°00'00"	25.00'	39.27'	S46°42'12"E	35.36'
C22	4°00'00"	975.00'	68.07'	S0°17'48"W	68.05'
C23	86°00'00"	25.00'	37.52'	S45°17'48"W	34.10'

CURVE DATA TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C24	8°08'44"	675.00'	95.96'	N84°13'26"E	95.88'
C25	86°23'46"	25.00'	37.70'	N56°39'04"W	34.23'
C26	47°43'04"	25.00'	20.82'	N21°33'44"W	20.22'
C27	0°28'18"	25.00'	0.21'	N45°39'26"W	0.21'
C28	55°36'37"	50.00'	48.53'	S18°05'17"E	46.65'
C29	40°06'25"	50.00'	35.00'	S29°46'14"W	34.29'
C30	40°06'25"	50.00'	35.00'	S69°52'40"W	34.29'
C31	46°33'18"	50.00'	40.63'	N66°47'28"W	39.52'
C32	2°25'58"	625.00'	26.54'	N87°04'49"E	26.54'
C33	5°37'46"	625.00'	61.41'	N83°02'57"E	61.38'
C34	5°35'01"	625.00'	60.91'	N77°26'34"E	60.88'
C35	5°30'05"	625.00'	60.01'	N71°54'01"E	59.99'
C36	1°16'56"	625.00'	13.99'	N68°30'31"E	13.99'
C37	5°52'28"	525.00'	53.83'	N9°03'58"W	53.80'
C38	1°26'59"	525.00'	13.28'	N12°43'41"W	13.28'
C39	1°07'54"	675.00'	13.33'	N87°43'51"E	13.33'
C40	4°07'56"	675.00'	48.68'	N85°05'55"E	48.67'
C41	2°52'54"	675.00'	33.95'	N81°35'30"E	33.95'
C42	2°15'25"	1025.00'	40.38'	S0°34'30"E	40.37'
C43	1°44'35"	1025.00'	31.18'	S1°25'30"W	31.18'

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L1	N87°46'24"E	49.83'
L2	N83°02'57"E	49.60'
L3	N77°26'34"E	49.19'
L4	N71°54'01"E	48.47'
L5	N63°23'37"E	57.74'
L6	N66°35'09"E	70.00'
L7	S22°07'58"E	50.00'
L8	N67°52'02"E	54.78'
L9	N11°36'28"W	7.54'
L10	S11°36'28"W	50.00'
L11	N6°07'43"W	5.76'
L12	S83°52'17"W	50.00'
L13	N1°42'12"W	14.63'
L14	N6°07'43"W	6.05'
L15	N67°52'02"E	25.98'
L16	N67°52'02"E	25.64'
L17	N19°22'40"W	51.82'
L18	N17°22'51"W	50.12'
L19	N13°13'41"W	52.62'
L20	S10°13'06"E	75.54'
L21	S3°50'17"E	50.04'
L22	N33°33'38"E	39.84'
L23	N88°17'48"E	38.00'

LOT	BLOCK	ACREAGE
1-OS	B	0.217 AC
10	B	0.138 AC
11	B	0.138 AC
12	B	0.138 AC
13	B	0.138 AC
14	B	0.138 AC
15	B	0.140 AC
16	B	0.144 AC
17	B	0.147 AC
18	B	0.143 AC
19	B	0.266 AC
20	B	0.254 AC
21	B	0.160 AC
22	B	0.152 AC
23	B	0.138 AC
24	B	0.138 AC
25	B	0.138 AC
26	B	0.138 AC
27	B	0.096 AC
28	B	0.138 AC
29	B	0.138 AC
30	B	0.138 AC
31	B	0.144 AC
32	B	0.142 AC
33	B	0.158 AC
34	B	0.150 AC
35	B	0.171 AC
1-OS	C	0.333 AC
2	C	0.135 AC
3	C	0.136 AC
4	C	0.140 AC
5	C	0.191 AC
6	C	0.139 AC
7	C	0.138 AC
8	C	0.138 AC
9	C	0.138 AC
14	E	0.167 AC

LOT	BLOCK	ACREAGE
15	E	0.138 AC
16	E	0.138 AC
17	E	0.138 AC
18	E	0.138 AC
19	E	0.138 AC
20	E	0.138 AC
21	E	0.138 AC
22	E	0.138 AC
23	E	0.138 AC
24	E	0.138 AC
25	E	0.138 AC
26	E	0.181 AC
1	F	0.202 AC
2	F	0.143 AC
3	F	0.143 AC
4	F	0.143 AC
5	F	0.143 AC
6	F	0.143 AC
7	F	0.143 AC
8	F	0.143 AC
9	F	0.143 AC
10	F	0.143 AC
11	F	0.143 AC
12	F	0.185 AC
13	F	0.173 AC
14	F	0.138 AC
15	F	0.138 AC
16	F	0.138 AC
17	F	0.138 AC
18	F	0.138 AC
19	F	0.138 AC
20	F	0.138 AC
21	F	0.138 AC
22	F	0.140 AC
23	F	0.148 AC
24	F	0.187 AC
1	G	5.538 AC

PROJECT:	ANTHEM PHASE 3
JOB NUMBER:	ANTHEM 3
SURVEY DATE:	DECEMBER 2021
SCALE:	1" = 100'
SURVEYOR:	ROBERT GERTSON
TECHNICIAN:	EB
DRAWING:	
DESCRIPTION:	
PARTYCHIEF:	
FIELDBOOKS:	

ATWELL
866.850.4200 www.atwell-group.com
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
TBPE NO. 12242

ANTHEM PHASE 3 FINAL PLAT

SHEET 2 OF 2

K:\Austin\Projects\Anthem\Anthem 3\Survey\Anthem 3 Plat.dwg
User: ebaker
Plot Date/Time: Oct. 19, 22 - 09:47:22

AGENDA ITEM REQUEST FORM: I. 6.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Aaron Jones

Sponsor: Commissioner Smith

Agenda Item

Discussion and possible action to release the performance bond #800132233 in the amount of $547,941.86 and consider the acceptance of road construction & surface drainage improvements for Driftwood Golf & Ranch Club, Phase 2 (to be privately maintained). **SMITH/A.JONES**

Summary

Staff recommends acceptance of construction of roads, posted regulatory signage, and drainage improvements within the ROW per the engineer's concurrence letter and as-built plans have been received. The roads within this section will be privately maintained.

Attachments

Fiscal Surety
Backup

Bond No. 800132233

SITE IMPROVEMENT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Driftwood Golf and Ranch Club , as Principal, and Atlantic Specialty Insurance Company, 605 Highway 169 North, Suite 800, Plymouth, MN 55441, a corporation organized and existing under the laws of the state of New York and authorized to transact business in the Texas, as Surety, are held and firmly bound unto the County of Hays, Texas, with an address of Hays County Judge, 111 East San Antonio Street, Suite 300, San Marcos, TX 78666, as Obligee, in the penal sum of Five Hundred Forty-Seven Thousand Nine Hundred Forty-One and 86/100 ($547,941.86) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal has agreed to construct in the County of Hays, Texas the following improvements: Driftwood Subdivision, Phase Two – Paving, Drainage and Erosion Sedimentation Control improvements.

NOW, THEREFORE, the condition of this obligation is such that if the above Principal shall well and truly perform said work in accordance with agreement (s) between Principal and Obligee during the original term thereof or of any extension of said term that may be granted by the Obligee with or without notice to the Surety, this obligation shall be void, otherwise to remain in full force and effect.

Signed, sealed and dated this 14th day of January, 2022.

Driftwood Golf and Ranch Club
Principal

By: _____ DRIFTWOOD PRESIDENT.
(Title)

Atlantic Specialty Insurance Company
Surety

By: _____
Brook T. Smith, Attorney-in-Fact

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Brook T. Smith, James T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Deborah S. Neichter, Michele D. Lacrosse**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 14th day of January, 2022.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

HAYS COUNTY
TRANSPORTATION DEPARTMENT

P.O. BOX 906
San Marcos, TX 78667

512/393-7385
FAX: 512/393-7393

May 12, 2026

Honorable Ruben Becerra
111 E. San Antonio Street
San Marcos, Texas 78666

RE: Driftwood Golf & Ranch Club, Phase 2

Dear Commissioners and Judge:

Aaron Reed P.E., AWELL, LLC, is requesting that Hays County release the performance bond #800132233 in the amount of $547.941.86 and accept construction of the roads and surface drainage improvements for Driftwood Golf & Ranch Club, Phase 2. These roads will be privately maintained. A concurrence letter and as-built plans have been received as required by Hays County.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,

Aaron Jones
Director
Hays County Transportation

ATWELL

CONSULTING. ENGINEERING. CONSTRUCTION.

December 14, 2022

Mr. Aaron Reed, P.E.
Public Works Director
City of Dripping Springs
511 Mercer Street
Dripping Springs, Texas 78620

RE: Engineer's Final Concurrence Letter
Driftwood Golf & Ranch Club Ranch Phase 2

Dear Aaron:

I, the undersigned professional engineer, have made a final visual inspection of the Driftwood Golf and Ranch Club Subdivision Ranch Phase 2 construction project. Furthermore, I have walked the project with the contractor, Jimmy Evans Company. I, and other Atwell, LLC staff members, have also visited the project site during construction and observed that the planned infrastructure, including utilities and various site improvements, were constructed in accordance with the approved plans, with insignificant deviations.

Furthermore, it is my understanding that the punch list items have been addressed to the satisfaction of the City of Dripping Springs. I, therefore, verify the adequate completion of the project.

If you have any questions regarding this project, please contact me by phone at (512) 517-7282, or by email at sdelgado@atwell-group.com.

Respectfully,
ATWELL, LLC
TBPE Firm No. 12242

Stephen R Delgado, P.E.
Director Austin Operations

805 Las Cimas Parkway, Building II, Suite 310, Austin, TX 78704 Tel: 512.904.0505 Fax: 512.904.0509
www.atwell-group.com

Bond No. 800132233

SITE IMPROVEMENT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Driftwood Golf and Ranch Club , as Principal, and Atlantic Specialty Insurance Company, 605 Highway 169 North, Suite 800, Plymouth, MN 55441, a corporation organized and existing under the laws of the state of New York and authorized to transact business in the Texas, as Surety, are held and firmly bound unto the County of Hays, Texas, with an address of Hays County Judge, 111 East San Antonio Street, Suite 300, San Marcos, TX 78666, as Obligee, in the penal sum of Five Hundred Forty-Seven Thousand Nine Hundred Forty-One and 86/100 ($547,941.86) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal has agreed to construct in the County of Hays, Texas the following improvements: Driftwood Subdivision, Phase Two – Paving, Drainage and Erosion Sedimentation Control improvements.

NOW, THEREFORE, the condition of this obligation is such that if the above Principal shall well and truly perform said work in accordance with agreement (s) between Principal and Obligee during the original term thereof or of any extension of said term that may be granted by the Obligee with or without notice to the Surety, this obligation shall be void, otherwise to remain in full force and effect.

Signed, sealed and dated this 14th day of January, 2022.

Driftwood Golf and Ranch Club
Principal

By: _____ DRIFTWOOD PRESIDENT
(Title)

Atlantic Specialty Insurance Company
Surety

By: _____
Brook T. Smith, Attorney-in-Fact

intact INSURANCE

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Brook T. Smith, James T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Deborah S. Neichter, Michele D. Lacrosse,** each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 14th day of January, 2021.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to [redacted]

QUIDDITY

3100 Alvin Devane Boulevard, Suite 150
Austin, Texas 78741
Tel: 512.441.9493
www.quiddity.com

June 11, 2024

Dane Sorenson
Public Works Director
City of Dripping Springs
511 Mercer Street
Dripping Springs, TX 78620

Re: Engineer's Concurrence for Driftwood Golf & Ranch Club (DGRC) Creek Phase 2 Subdivision

Dear Mr. Sorenson,

This letter is to inform you that the permitted civil infrastructure for this section has been completed per the final as-built plans and a site inspection of the project has been performed for DGRC Creek Phase 2. The City of Dripping Springs inspector conducted the final walk and concluded the items were satisfactorily addressed.

Please accept this letter as my certification that the civil portion of this project is complete and has been built in accordance to plans and specifications. All punch list items generated from the final walk-through have been completed and I have submitted As-Built drawings to your office.

Sincerely,

Stephen R Delgado, P.E.

AGENDA ITEM REQUEST FORM: I. 7.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Aaron Jones

Sponsor: Commissioner Smith

Agenda Item

Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, and release of the performance bond #1001130681 in the amount of $630,116.91 for Driftwood Golf & Ranch, Phase 1, Section 3 (to be privately maintained). **SMITH/A.JONES**

Summary

Staff recommends acceptance of construction of roads, posted regulatory signage, and drainage improvements within the ROW per the engineer's concurrence letter and as-built plans have been received. The roads within this section will be privately maintained.

Attachments

Fiscal Surety
Backup

Bond Number: 1001130681
Initial Premium: $9,452

Subdivision Improvement Faithful Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Driftwood Golf and Ranch Club as Principal, and US Specialty Insurance Company, a corporation organized and existing under the laws of the State of Texas and authorized to transact a general surety business in the State of Texas, as Surety, are held and firmly bound unto County of Hays, Texas as Obligee, in the amount of Six Hundred Thirty Thousand, One Hundred Sixteen and Ninety One Cents Dollars ($630,116.91) lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that

WHEREAS, The Board of Supervisors of the County of Hays (or the City Council of the City of), State of Texas , and the Principal have entered into an agreement whereby principal agrees to install and complete certain designated public improvements described as Paving, Drainage and Erosion Sedimentation Control Improvements at Driftwood Subdivision Phase One, Section Three

In Tract Number / Parcel Map No.

WHEREAS, said Principal is required by the Obligee to furnish a bond for the faithful performance of the subject improvements.

NOW, THEREFORE, if the above-bounden Principal shall install the offsite improvements as indicated above in accordance with the plans approved by the Obligee, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of September, 2021.

Principal (s):

Driftwood Golf and Ranch Club

By:

Surety:

US Specialty Insurance Company

By:

John Rowe, Attorney-In-Fact

05-2017

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Robert B. McGehee, H. Smith McGehee, Michael Misuraca, John R. Rowe, William M. Rowe, III; Kurt Zimmerman

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Seventy Five Million****** Dollars (***75,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2239479
My Comm. Expires Apr 23, 2022

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 8th day of SEPTEMBER, 2021.

Corporate Seals
Bond No. 100113068I

Agency No. 16570

_____
Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

visit tmhcc.com/surety for more information

HAYS COUNTY
TRANSPORTATION DEPARTMENT

P.O. BOX 906
San Marcos, TX 78667

512/393-7385
FAX: 512/393-7393

May 12, 2026

Honorable Ruben Becerra
111 E. San Antonio Street
San Marcos, Texas 78666

RE: Driftwood Golf & Ranch Club, Phase 1, Section 3

Dear Commissioners and Judge:

Aaron Reed P.E., AWELL, LLC, is requesting that Hays County release the performance bond #1001130681 in the amount of $630,116.91 and accept construction of the roads and surface drainage improvements for Driftwood Golf & Ranch Club, Phase 1, Section 3. These roads will be privately maintained. A concurrence letter and as-built plans have been received as required by Hays County.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,

Aaron Jones
Director
Hays County Transportation

ATWELL

CONSULTING. ENGINEERING. CONSTRUCTION.

December 14, 2022

Mr. Aaron Reed, P.E.
Public Works Director
City of Dripping Springs
511 Mercer Street
Dripping Springs, Texas 78620

RE: Engineer's Final Concurrence Letter
Driftwood Golf & Ranch Club Subdivision Phase 1 Section 3

Dear Aaron:

I, the undersigned professional engineer, have made a final visual inspection of the Driftwood Golf and Ranch Club Subdivision Phase 1 Section 3 construction project. Furthermore, I have walked the project with the contractor, Jimmy Evans Company. I, and other Atwell, LLC staff members, have also visited the project site during construction and observed that the planned infrastructure, including utilities and various site improvements, were constructed in accordance with the approved plans, with insignificant deviations.

Furthermore, it is my understanding that the punch list items have been addressed to the satisfaction of the City of Dripping Springs. I, therefore, verify the adequate completion of the project.

If you have any questions regarding this project, please contact me by phone at (512) 517-7282, or by email at sdelgado@atwell-group.com.

Respectfully,
ATWELL, LLC
TBPE Firm No. 12242

Stephen R Delgado, P.E.
Director Austin Operations

805 Las Cimas Parkway, Building II, Suite 310, Austin, TX 78704 Tel: 512.904.0505 Fax: 512.904.0509
www.atwell-group.com

Bond Number: 1001130681
Initial Premium: $9,452

Subdivision Improvement Faithful Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Driftwood Golf and Ranch Club as Principal, and US Specialty Insurance Company, a corporation organized and existing under the laws of the State of Texas and authorized to transact a general surety business in the State of Texas, as Surety, are held and firmly bound unto County of Hays, Texas as Obligee, in the amount of Six Hundred Thirty Thousand, One Hundred Sixteen and Ninety One Cents Dollars ($630,116.91) lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that

WHEREAS, The Board of Supervisors of the County of Hays (or the City Council of the City of), State of Texas , and the Principal have entered into an agreement whereby principal agrees to install and complete certain designated public improvements described as Paving, Drainage and Erosion Sedimentation Control Improvements at Driftwood Subdivision Phase One, Section Three

In Tract Number / Parcel Map No.

WHEREAS, said Principal is required by the Obligee to furnish a bond for the faithful performance of the subject improvements.

NOW, THEREFORE, if the above-bounden Principal shall install the offsite improvements as indicated above in accordance with the plans approved by the Obligee, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of September, 2021.

Principal (s):

Driftwood Golf and Ranch Club

By:

Surety:

US Specialty Insurance Company

By:

John Rowe, Attorney-In-Fact

05-2017

TOKIO MARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Robert B. McGehee, H. Smith McGehee, Michael Misuraca, John R. Rowe, William M. Rowe, III; Kurt Zimmerman

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Seventy Five Million****** Dollars (***75,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-In-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2239479
My Comm. Expires Apr 23, 2022

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 8th day of SEPTEMBER, 2021.

Corporate Seals
Bond No. 100113068l

Agency No. 16570

_____
Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

visit tmhcc.com/surety for more information

AGENDA ITEM REQUEST FORM: I. 8.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Aaron Jones

Sponsor: Commissioner Smith

Agenda Item

Discussion and possible action to release the performance bond #1001136082 in the amount of $2,372,341.50 and consider the acceptance of road construction & surface drainage improvements for Driftwood Golf & Ranch Club, Phase 3 (to be privately maintained). **SMITH/AJONES**

Summary

Staff recommends acceptance of construction of roads, posted regulatory signage, and drainage improvements within the ROW per the engineer's concurrence letter and as-built plans have been received. The roads within this section will be privately maintained.

Attachments

Fiscal Surety
Backup

Bond Number: 1001136082
Initial Premium: $35,585

Subdivision Improvement Faithful Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Driftwood Golf and Ranch Club as Principal, and US Specialty Insurance Company, a corporation organized and existing under the laws of the State of Texas and authorized to transact a general surety business in the State of Texas, as Surety, are held and firmly bound unto County of Hays, Texas as Obligee, in the amount of Two Million, Three Hundred Seventy-Two Thousand, Three Hundred Forty-One, and Fifty cents Dollars ($2,372,341.50) lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that

WHEREAS, The Board of Supervisors of the County of Hays (or the City Council of the City of), State of Texas , and the Principal have entered into an agreement whereby principal agrees to install and complete certain designated public improvements described as Paving, Drainage and Erosion Sedimentation control improvements at Driftwood Golf and Ranch, Phase Three

In Tract Number / Parcel Map No.

WHEREAS, said Principal is required by the Obligee to furnish a bond for the faithful performance of the subject improvements.

NOW, THEREFORE, if the above-bounden Principal shall install the offsite improvements as indicated above in accordance with the plans approved by the Obligee, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of Decemeber, 2021.

Principal (s):

Driftwood Gold and Ranch Club

By:

Surety:

US Specialty Insurance Company

By:

John Rowe, Attorney-In-Fact

05-2017

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

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Robert B. McGehee, H. Smith McGehee, Michael Misuraca, John R. Rowe, William M. Rowe, III; Kurt Zimmerman

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** _____ ******Seventy Five Million****** _____ Dollars (***75,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

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On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2239479
My Comm. Expires Apr 23, 2022

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 1ST day of DECEMBER, 2021.

Corporate Seals
Bond No. 1001136082

Agency No. 16570

_____
Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

visit tmhcc.com/surety for more information

HAYS COUNTY
TRANSPORTATION DEPARTMENT

P.O. BOX 906
San Marcos, TX 78667

512/393-7385
FAX: 512/393-7393

May 12, 2026

Honorable Ruben Becerra
111 E. San Antonio Street
San Marcos, Texas 78666

RE: Driftwood Golf & Ranch Club Core, Phase 3

Dear Commissioners and Judge:

Aaron Reed P.E., AWELL, LLC, is requesting that Hays County release the performance bond #1001136082 in the amount of $2,372,341.50 and accept construction of the roads and surface drainage improvements for Driftwood Golf & Ranch Club Core, Phase 3. These roads will be privately maintained. A concurrence letter and as-built plans have been received as required by Hays County.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,

Aaron Jones
Director
Hays County Transportation

ATWELL

CONSULTING. ENGINEERING. CONSTRUCTION.

October 21, 2022

Mr. Aaron Reed, P.E.
Public Works Director
City of Dripping Springs
511 Mercer Street
Dripping Springs, Texas 78620

RE: Engineer's Final Concurrence Letter
Driftwood Golf & Ranch Club Subdivision Club Core Phase 3

Dear Aaron:

I, the undersigned professional engineer, have made a final visual inspection of the Driftwood Golf and Ranch Club Subdivision Phase 3 construction project. Furthermore, I have walked the project with the contractor, Jimmy Evans Company. I, and other Atwell, LLC staff members, have also visited the project site during construction and observed that the planned infrastructure, including utilities and various site improvements, were constructed in accordance with the approved plans, with insignificant deviations.

Furthermore, it is my understanding that the punch list items have been addressed to the satisfaction of the City of Dripping Springs. I, therefore, verify the adequate completion of the project.

If you have any questions regarding this project, please contact me by phone at (512) 517-7282, or by email at sdelgado@atwell-group.com.

Respectfully,
ATWELL, LLC
TBPE Firm No. 12242

Stephen R Delgado, P.E.
Director Austin Operations

Bond Number: 1001136082
Initial Premium: $35,585

Subdivision Improvement Faithful Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Driftwood Golf and Ranch Club as Principal, and US Specialty Insurance Company, a corporation organized and existing under the laws of the State of Texas and authorized to transact a general surety business in the State of Texas, as Surety, are held and firmly bound unto County of Hays, Texas as Obligee, in the amount of Two Million, Three Hundred Seventy-Two Thousand, Three Hundred Forty-One, and Fifty cents Dollars ($2,372,341.50) lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that

WHEREAS, The Board of Supervisors of the County of Hays (or the City Council of the City of), State of Texas , and the Principal have entered into an agreement whereby principal agrees to install and complete certain designated public improvements described as Paving, Drainage and Erosion Sedimentation control improvements at Driftwood Golf and Ranch, Phase Three

In Tract Number / Parcel Map No

WHEREAS, said Principal is required by the Obligee to furnish a bond for the faithful performance of the subject improvements.

NOW, THEREFORE, if the above-bounden Principal shall install the offsite improvements as indicated above in accordance with the plans approved by the Obligee, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of Decemeber, 2021.

Principal (s):

Driftwood Gold and Ranch Club

By:

Surety:

US Specialty Insurance Company

By:

John Rowe, Attorney-In-Fact

05-2017

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

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Robert B. McGehee, H. Smith McGehee, Michael Misuraca, John R. Rowe, William M. Rowe, III; Kurt Zimmerman

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Seventy Five Million****** Dollars (***75,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

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IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

SONIA O CARREJO
Notary Public - California
Los Angeles County
Commission # 2131479
My Comm. Expires Apr 23, 2022

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 1ST day of DECEMBER, 2021.

Corporate Seals

Bond No. 100113160B2

Agency No. 16570

_____
Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

visit tmhcc.com/surety for more information

AGENDA ITEM REQUEST FORM: I. 9.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Aaron Jones

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to execute a Professional Services Agreement (2026-PSA-78) between Hays County and Pape-Dawson Engineers related to Centerpoint Road, not-to-exceed $814,219.47. **INGALSBE/AJONES**

Summary:

The Contractor will develop Plans, Specifications and Estimate for the removal and reconstruction of Center Point Rd within the existing road footprint (2~12' lanes with 2'-4' shoulders). The project lies within Hays County.

No identified Chapter 176 Conflicts or Related Party Disclosures.

Fiscal Impact:

Amount Requested: $814,219.47
Line Item Number: 020-710-00.5448_008

Budget Office:

Source of Funds: Road and Bridge General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: RFQ 2026-Q02 Professional Engineering Services Pool, Vendor Selection CC Approved 11.18.2025

Auditor's Office:

G/L Account Validated Y/N?: Yes, Contract Services Consultant Expense
New Revenue Y/N?: N/A
Comments:

Attachments

(PE) 2026-PSA-78

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS
(2026-PSA-78)

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 **Pape-Dawson Consulting Engineers, LLC** (hereinafter "Contractor"), whose primary place of business is located at 10801 N. Mopac Expressway, Bldg. 3, Ste. 200, Austin, TX 78759, hereby enter into this Professional Services Agreement (hereinafter "Agreement") pursuant to Texas Government Code Chapter 2254, effective the 12th day of May 2026. The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW

The Contractor will develop Plans, Specifications and Estimate for the removal and reconstruction of Center Point Rd within the existing road footprint (2~12' lanes with 2'-4' shoulders). The project lies within Hays County.

This project will be split into two separate phases of design:

- Phase 1, from CR 266 (Old Bastrop Rd) to 375' North of Gypsy Cove will consist of full depth pavement replacement and safety appurtenances improvements only.
- Phase 2, from 375' North of Gypsy Cove to Beback Inn Rd will consist of reconstruction from ROW to ROW, including drainage improvements, roadway profile adjustments, and other safety improvements.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of Commissioner Precinct 1, Transportation Department Director, 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"*), 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 "B"*, attached hereto.

4. TERM AND DURATION OF CONTRACT

The parties agree that the Work shall be completed by October 19, 2027, 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 thirty (30) 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 a lump sum basis, the terms of which are cited in Contractor's fee schedule, which is attached hereto and included in *Exhibit "A"*. Despite any reference to Contractor's fee schedule, which shall be used to calculate monthly invoices 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 eight hundred fourteen thousand two hundred nineteen dollars and forty-seven cents ($814,219.47) for the Work under this Agreement.

6. PAYMENT
Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below.

7. NOTICE OF COMPLETION
Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)
All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at:

Hays County, Attn: County Judge
111 E. San Antonio, Suite 300
San Marcos, Texas 78666.
judge.becerra@hayscountytx.gov

With Copy to:
Hays County, Attn: District Attorney, Civil Division
111 E. San Antonio St., Suite 202
San Marcos, Texas 78666
Jordan.Powell@hayscountytx.gov

Hays County Purchasing Office
712 S. Stagecoach Trail, Ste. 1012
San Marcos, Texas 78666
Purchasing.bids@hayscountytx.gov

Hays County Transportation Department
2171 Yarrington Road
Kyle, TX 78640
Aaron.Jones@hayscountytx.gov

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the COUNTY as an additional insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy A copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) days of the new policy date at the following address:

Hays County District Attorney, Civil Division
Hays County Courthouse
111 East San Antonio, Suite 202
San Marcos, Texas 78666

With Copy to:
Hays County Purchasing Office
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted, discontinued, or materially modified until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS
Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL
Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

13. FORCE MAJEURE
Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY
If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS
This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS
The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY
Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this

Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE
THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

19. ASSIGNMENT
Neither party to this Agreement may assign 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	Pap g Engineers, LLC.
By: Ruben Becerra	By: John Tyler, P.E., RAS
Hays County Judge	Managing Principal, Transportation

Contract Documents Checklist

____ 1. Certificate of Interested Party: Form 1295

____ 2. Conflict of Interest Disclosure & Questionnaire

____ 3. Code of Ethics

____ 4. HUB Practices

____ 5. House Bill 89 Verification

____ 6. Comptroller Divestment Statute Certificate & Purchasing Certification

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Prohibition of Discrimination against Firearm Companies or Firearm Trade Org. Certification (TGC 2274.002)

____ 7. Debarment & Licensing Certification

____ 8. Vendor/Bidder's Affirmation

____ 9. Federal Affirmations and Solicitation Acceptance

____ 10. Related Party Disclosure Form

____ 11. System for Award Management (www.SAM.gov) Printout

____ 12. Insurance

Certificate of Interested Parties
Firms will be required to fill this form out if a contract is executed.

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016.

- Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least $1 million.
- In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above or have any questions, please contact Purchasing at 512-393-2267.

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:
2026-1451939

Date Filed:
04/22/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Pape-Dawson Consulting Engineers, LLC
San Antonio, 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.
2026-PSA-78
Plans, Specifications, and Estimate for removal and reconstruction of Center Point Rd

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Dawson, Jr., Eugene	San Antonio, TX United States	X	
Dawson, Samuel	San Antonio, TX United States	X	
Dawson, III, Eugene (Trey)	San Antonio, TX United States	X	
Dawson, Taylor	San Antonio, TX United States	X	
Motarjeme, David	San Antonio, TX United States	X	
Suire, Raymond	San Antonio, TX United States	X	
Tackett, Cara	San Antonio, TX United States	X	
Preiss, Robert "Michael"	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is John Tyler, P.E., RAS, and my date of birth is October 13, 1980.

My address is 2000 NW Loop 410, San Antonio (city), TX (state), 78213 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 22nd day of April (month), 20 26 (year).

Signature of authorized agent of contracting business entity (Declarant)

Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict-of-Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Pape-Dawson Consulting Engineers, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

John Tyler, P.E., RAS
Name of signatory

John A Tyler
Signature

12/16/25
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.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way e the code.

Signature: _____ _____

Print Name & Title: John Tyler, P.E., RAS; Managing Principal, Transportation

Company Name: Pape-Dawson Consulting Engineers, LLC

Date: April 22, 2026

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:

Print Name & Title: John Tyler, P.E., RAS; Managing Principal, Transportation

Company Name: Pape-Dawson Consulting Engineers, LLC

Date: April 22, 2026

Hays County House Bill 89 Verification

I, John Tyler, P.E., RAS (Person name), the undersigned representative of Pape-Dawson Consulting Engineers, LLC (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Signature of Company Representative

12/16/25
Date

On this 17th day of December, 2025, personally appeared John Tyler, P.E., RAS, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true andcorrect.

NOTARY SEAL

ISABEL RUIZ
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
DECEMBER 15, 2029
NOTARY ID: 125369849

Isabel Ruiz
Notary Public in and for the State of Texas

12/17/2025
Date

Comptroller Divestment Statute Certification

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Pape-Dawson Consulting Engineers, LLC	April 22, 2026	
Company Name	Date	
John Tyler, P.E., RAS		
Print Name of Company Representative	Signa	resentative

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the 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 organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

Pape-Dawson Consulting Engineers, LLC	April 22, 2026
Company Name	Date
John Tyler, P.E., RAS	
Print Name of Company Representative	Signature of Company Representative

---

Exclusion from Chapter 2271 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

Pape-Dawson Consulting Engineers, LLC	April 2
Company Name	Date
John Tyler, P.E., RAS	
Print Name of Company Representative	Signa ...esentative

Exclusion from Chapter 2274 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:

By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

Pape-Dawson Consulting Engineers, LLC — April 22, 2026

Company Name — Date

John Tyler, P.E., RAS — [signature]

Print Name of Company Representative — Signature of Company Representative

---

Exclusion from Chapter 2274.002 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name — Date

_____

Print Name of Company Representative — Signature of Company Representative

Certification Check Performed by Hays County Purchasing

Pape-Dawson Consulting Engineers, LLC 2026-PSA-78
Company Name

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, certifies that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the following Statute Lists:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
  Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Israel Boycott Certification (TGC 2271.002)
  Pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Energy Company Boycott Certification (TGC 2274)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt
Print Name of Hays County Purchasing Representative

Stephanie Hunt
Signature of Hays County Purchasing Representative

5.5.26 Vendor Selection Approved 11.18.2025
Date IFB/RFP/RFQ Number

Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Pape-Dawson Consulting Engineers, LLC
Name of Firm

Signature of Certifying Official

Managing Principal, Transportation
Title of Certifying Official

John Tyler, P.E., RAS
Printed Name of Certifying Official

12/16/25
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by John Tyler, P.E., RAS on this the 17th day of , 2025, on behalf of said Firm.

Notary Public in and for the State of Texas
(if other than Texas, Write state in here)

My commission expires: 12/15/29

Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute a Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with any Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

  ☑ Does not own taxable property in Hays County, or;

  ☑ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Pape-Dawson Consulting Engineers, LLC
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

_____

_____
Signature of Company Official Authorizing Bid/Offer

John Tyler, P.E., RAS
Printed Name

Managing Principal, Transportation
Title

Jtyler@pape-dawson.com
Email Address

210-375-9000
Phone

Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C) If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name Title

Section B: Former Hays County Employee

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name Title

Name of Person Related Title Relationship

Section D: No Known Relationships

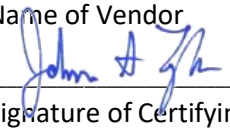
If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

No relationships in accordance with the above are known to exist.

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Pape-Dawson Consulting Engineers, LLC
Name of Vendor



Managing Principal, Transportation
Signature of Certifying Official — Title of Certifying Official

John Tyler, P.E., RAS — 12/16/25
Printed Name of Certifying Official — Date

(1)A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a share hold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

System For Award Management
(SAM.gov)

Respondent and its Principals may not be debarred or suspended nor otherwise have an exclusion record created in the System for Award Management (SAM) website. Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

Insurance and Liability

During the period of the contract (Professional Service Agreement), contractor shall maintain at his expense, insurance with limits not less than those prescribed below.

With respect to required insurance, Contractor shall;

- Name County as additional insured as its interests may appear.
- Provide County a waiver of subrogation.
- Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
- Provide the County Purchasing Agent at the address shown under Insurance of the contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after contract execution. Also, please assure your certificate contains the contract number as indicated on the Contract (Professional Service Agreement) when issued by Hays County.
- Submit an original certificate of insurance reflecting coverage as follows:

Business Automobile Liability:	
Bodily Injury (Each person)	$250,000.00
Bodily Injury (Each accident)	$500,000.00
Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
Bodily Injury (Each accident)	$1,000,000.00
Property Damage	$ 100,000.00
Medical Expenses	$ 10,000.00
Personal & Advertising Injury	$1,000,000.00
General Aggregate	$2,000,000.00
Products – Completed Operations Aggregate	$2,000,000.00

Excess Liability:	
Umbrella Form	Not Required

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements, and the following
Employers Liability – Each Accident	$1,000,000.00
Employers Liability – Each Employee	$1,000,000.00
Employers Liability – Policy Limit	$1,000,000.00

Client#: 1863504 PAPEDAWS2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
825 NE Multnomah, Suite 1500
Portland, OR 97232
503 224-8390

CONTACT NAME: Omid Rezaee
PHONE (A/C, No, Ext): 503 224-8390 **FAX (A/C, No):** 610 362-8130
E-MAIL ADDRESS: omid.rezaee@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co. of Hartford	20478
INSURER B : Illinois Union Insurance Company	27960
INSURER C : Allied World Surplus Lines Insurance Co	24319
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pape-Dawson Consulting Engineers, LLC
2000 NW Loop 410
San Antonio, TX 78213

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			7012316633	02/28/2026	02/28/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			7012296190	02/28/2026	02/28/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			G48685596002	02/28/2026	02/28/2027	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7012316647	02/28/2026	02/28/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional Liability			03145815	02/28/2026	02/28/2027	$5,000,000 per claim $5,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability coverages include primary non-contributory additional insured coverage when required under written contract or written agreement as per attached endorsements. General Liability and Automobile Liability waiver of subrogation coverage is included per attached endorsements. Workers Compensation coverage includes waiver of subrogation coverage when required by written contract or agreement, per attached endorsement. Umbrella follows form to General Liability, Auto Liability
(See Attached Descriptions)

CERTIFICATE HOLDER
Hays County Purchasing.
c/o: Stephanie Hunt
712 S. Stagecoach Trailer, Suite 1012
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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DESCRIPTIONS (Continued from Page 1)

and Employers Liability. 30-Day Notice of Cancellation.
*****

CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or

2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA

CNA PARAMOUNT

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1.IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2.WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Policy No: 7012316633
Endorsement No:
Effective Date: 2/28/2026

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DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE
Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED,BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

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Architects, Engineers and Surveyors General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Architects, Engineers and Surveyors General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

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1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b. the construction, erection, or removal of elevators; or

   c. the ownership, maintenance or use of any elevators covered by this insurance; or

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2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part**, **WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

a. An individual, then his or her **spouse** is an **Insured**;

b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;

c. A limited liability company, then its members and managers are **Insureds**; or

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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General Aggregate Limit - Per Project Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. For each single construction or service project away from premises the **Named Insured** owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

B. all medical expenses under **Coverage C**;

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Project General Aggregate Limit applicable to any other project.

II. All:

A. **damages** under **Coverage B**, regardless of the number of locations or projects involved;

B. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

C. medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single project,

will reduce the General Aggregate Limit shown in the Declarations.

III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular project.

IV. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

V. If a single construction or service project away from premises owned by or rented to the **Named Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.

VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

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All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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EXHIBIT A
Engineer's Scope of Services

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
FOR CENTERPOINT RD PS&E

In general, Hays County and its representatives to their best efforts will render services as follows:

1. Name, business address and phone number of County's project manager.

2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Obtain Rights of Entry from landowners that are unwilling to grant access to the Engineer.

4. Provide available appropriate County data on file, plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).

5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

6. Provide information on any meetings/discussions held with adjoining property owners that may impact the project.

7. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.

8. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

9. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

10. Provide a summary of prior communications with impacted landowners, related to this project.

11. Post and maintain project information for public consumption on the County website.

12. Assist with Coordination between the Engineer and the County's other Consultants.

13. Negotiate with all utility companies for any agreements and/or relocations required.

14. Provide an agent as necessary to secure proposed ROW/easements and relocate/remove improvements on proposed ROW.

15. Provide any appraisal prepared for or obtained by the County in the last ten (10) years related to the whole property impacted by acquisition.

16. Provide templates for any documents to be used in the performance of the services to be signed by landowners to include the deed, easement, other applicable conveyance instruments, and the purchase contract/agreement.

17. Approve documents Consultant prepares for Notice of Intent to Acquire, Initial Offer Letter, and Final Offer Letter prior to submittal to the landowner.

18. Provide field notes and survey plats that show exceptions listed on the title commitment that impact the area of the taking.

19. Provide construction observation and review contractor pay applications and progress.

20. Provide Engineer with Contractor submittals, Requests for Information (RFI's), shop drawings, and correspondence.

21. Review Engineer's progress, submittals, and plan changes.

22. Review Consultant's progress and submittals.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR CENTERPOINT RD PS&E

PROJECT DESCRIPTION

Project Limits

The project limits are from CR 266 (Old Bastrop Rd) to Beback Inn Rd for approximately 1 mile.

Proposed Facility

The Engineer will develop Plans, Specifications and Estimate for the removal and reconstruction of Center Point Rd within the existing road footprint (2~12' lanes with 2'-4' shoulders). The project lies within Hays County.

This project will be split into two separate phases of design:

- Phase 1, from CR 266 (Old Bastrop Rd) to 375' North of Gypsy Cove will consist of full-depth pavement replacement and safety appurtenances improvements only.
- Phase 2, From 375' North of Gypsy Cove to Beback Inn Rd will consist of reconstruction from ROW to ROW, including drainage improvements, roadway profile adjustments, and other safety improvements.

Design Criteria

The proposed design criteria for the project will be developed from Hays County and TxDOT design criteria. It is anticipated that in most cases the most stringent of the Design Criteria will be TxDOT RDM.

1. PROJECT MANAGEMENT AND COORDINATION

   a. Communication:

      - Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   b. Monthly Progress Report, Invoices, and Billings (16 total months assumed, 4 months for Phase 1 and 12 months for Phase 2):

      - Submit monthly progress status reports to the County. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report.

      - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

   c. Quality Assurance and Quality Control (QA/QC) Plan:

- Prepare a project specific QA/QC plan and submit to the County within thirty (30) days of notice to proceed.

- For each deliverable submittal, provide evidence of internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.

- Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

d. Project Coordination & Administration:

- Prepare and maintain routine project record keeping including records of meetings and minutes.

- Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to project-related inquiries.

e. Progress/Coordination Meetings:

- Attend a kickoff meeting and monthly virtual coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.

- Prepare agenda for external coordination meetings. (**12** Total virtual monthly progress/coordination meetings assumed, 2 for Phase 1 and 10 for Phase 2)

    - Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.

    - Conduct internal coordination meetings as required (**1** hour biweekly meetings assumed) to advance the development of the project.

f. Project Coordination with Developer:

- Coordinate potential turn-lanes and tie-ins with developer on the south end of the project. Developer will be responsible for the design of these facilities. The Engineer will provide any necessary QAQC and coordination necessary to ensure project continuity between Centerpoint reconstruction and facilities for future development along the corridor.

g. Project Schedule:

- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.

h. Bid Phase Services:

- Prepare all applicable construction documents for bidding. Attend the pre-bid meeting. Respond to bidder's questions during the bid period. Prepare project addenda up to three (3) during bid period. Analyze contractor bids, prepare bid tabulation, and make recommendation for award to the apparent low bidder via a letter. Attend the pre-construction conference. This will be applicable to both Phase 1 and Phase 2.

i. DELIVERABLES:

- Monthly Invoices and Progress Reports including Deliverable Table
- Project Specific QA/QC Plan
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- QA/QC Documentation with Deliverable
- Letter of Recommendation for Award with Bid Tabulation

2. SURVEYING

a. Field Surveying:

- Surveying shall be along Centerpoint Road from CR 266 (Old Bastrop Road) to Beback Inn Road and limited to apparent ROW to apparent ROW of Centerpoint Road. Survey shall include setting aerial control and ground truthing points for Lidar support, locating supplemental topographic information not obtainable via Lidar acquisition ROW to ROW along the roadway centerline, names of adjacent land owners, deed recordation information, locate visible improvements and utilities including buildings, driveways, water wells, storage tanks, drainage structures (size, material, flowline elevations), edge of pavement/shoulder, physical centerline, guardrail, fences, signs, mailboxes, , locate property boundaries sufficient to establish apparent ROW.
- The Texas 811 One-Call System shall be contacted to mark utilities within the project area. Locate marks and above ground utilities shall be surveyed and represented within the OpenRoads Designer 2D drawing.
- Verify existing horizontal and vertical control and set additional control as necessary.

b. Aerial Acquisition and Processing

- Upon completion of the primary control and ground truthing survey, the Engineer will mobilize to the project site to acquire Aerial Lidar and supporting imagery covering the project limits (see exhibit below). The crew will review the acquired data for completeness prior to demobilization.

- The Lidar data collected will be post-processed and calibrated to the control targets set and surveyed for the project. The calibrated data will be tested against the ground truthing points collected on site and a final calibration and ground truthing statistical accuracy report will be produced. This report will identify the achieved data accuracy.

c. Digital Terrain Model

- Following calibration, the Engineer will generate a final Digital Terrain Model (DTM). This final DTM will consist of breaklines and major grade breaks identifiable within the project limits, together with a model key point surface representing the bare earth. A final TIN and 1-foot contour map will be generated. The resulting TIN will be tested against the ground truthing points to ensure the resulting surface accuracy matches the calibrated point cloud accuracy.

- Planimetrics

  - The Engineer will extract planimetric features that are visible, identifiable, and unobstructed in the Lidar and aerial imagery. Features to be extracted include:

    - Edge of Pavement
    - Edge of dirt roads
    - Curb (top, back and gutter lines)
    - Concrete slabs and structures
    - Sidewalks
    - Power poles and connectivity lines
    - Fences and gates
    - Assumed fence where obscured
    - Building structures (rooflines unless otherwise requested)
    - Parking surfaces
    - Driveways
    - Above ground utilities such as light post, traffic signals, guy wires, signs, and poles.
    - Water features

  Note: Planimetric features will be extracted only within unobscured areas where identifiable from the aerial data. Field verification of features is not included unless authorized as an Additional Service.

d. Right-of-Entry and Supplemental Survey

- Prepare and mail right of entry letters, including follow-up for non-responsive property owners.

e. DELIVERABLES:

- Calibration Accuracy Report
- 3D DTM and 1-foot contour drawing in OpenRoads DGN format
- 2D Planimetrics in OpenRoads DGN format
- Surface in LandXML format
- Aerial Imagery collected to produce 3" or less ground sample distance orthophotography

THIS TASK ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- *The project units will be US Survey Feet.*
- *Horizontal and vertical datum will be defined by the County or RPLS responsible for project control.*
- *Orthometric elevations will be calculated using Geoid defined by the County or Licensed Surveyor responsible for project control.*
- *Ground control points will be set and surveyed as needed to calibrate the LiDAR data.*
- *Ground truthing points or check points will be collected to verify that the calibration of the LiDAR is within a vertical RMSE of 0.16 feet or better. Data is produced to meet ASPRS Accuracy Standards for a 5 cm accuracy class defined in ASPRS Accuracy Standards Edition2, Version 2 (2024)*
- *Bare-earth penetration and planimetric visibility are subject to vegetation and surface conditions.*
- *Planimetric mapping is limited to features visible in the aerial LiDAR and imagery.*
- *All areas to be surveyed are owned and operated by the County. Access coordination to privately owned lands will be coordinated by the County prior to mobilizing the site.*
- *The Engineer reserves the right to revise the project fees if, at any point during the project, there is a change in the project limits or scope of work.*
- *All survey and LiDAR data is to be collected during Phase 1 of design for all limits within the existing ROW footprint. Phase 2 survey shall only supplemental survey as needed for*

items such as but not limited to: existing culvert flowline elevations, driveway tie-ins at ROW, etc.

- *No channel cross sections are expected to be required for this project*
- *Right-of-Entry for the project shall be obtained only during Phase 2 of design.*

Notes:

i. If any of the assumptions above prove to be incorrect, additional scope and fee may be required.

ii. At the written request of the County and after approval of a subsequent written Additional Service Request for the supplemental scope of work, the Engineer can, if authorized, provide the County with services additional to those scoped herein.

These services can include, but are not limited to the following:

- Planimetric Mapping – field verification
- Aerial Orthophotography
- Mobile LiDAR Acquisition and Processing
- Aerial LiDAR and Imagery Acquisition and processing additional areas to the one outlined above.

3. ENVIRONMENTAL SERVICES (PHASE 2 ONLY)

a. County Due Diligence:

- The Environmental Services will include studies and documentation required by Hays County for the various regulating authorities, including the Texas Historical Commission (THC), U.S. Army Corp of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS). The intention of the Environmental Services is to attain necessary clearance letters and approvals in order to proceed with the proposed project.

b. Data Collection & Field Reconnaissance:

- Obtain and update periodically publicly available information including but not limited to: locations of public buildings (schools, churches, parks), aerial photography, National Wetland Inventory Maps, County Soil Survey Maps, Texas Commission on Environmental Quality (TCEQ) & Environmental Protection Agency (EPA) Hazardous Materials Database Information, FEMA Floodplain Information, Vegetation Information, Environmental Information from the appropriate local, state, or federal agencies, including for state and federally-listed species, Edwards Aquifer Information.

- Conduct a regulatory records review to identify listed hazardous waste generators, treatment, storage and disposal facilities; solid waste landfills, unauthorized sites; documented spills; oil and gas exploration and production sites; and underground storage tank sites within the proposed site location. The review will also identify other environmental risks along the project corridor.

- Conduct field reconnaissance to visually inspect the project site for additional risks and field verify any environmental risks identified by the regulatory records review

c. Cultural Resources Background Review and Agency Consultation:

- Perform a background literature and records review for the project ROW to determine if the proposed project limits have been previously investigated for cultural resources and to identify any cultural resources recorded within a review area not to exceed a 1-km (0.6-mi) radius from the proposed project area. The background study would include data from the Texas Historical Commission (THC) online Historic and Archaeological Sites Atlas to identify previously recorded archaeological sites, National Register of Historic Places (NRHP)-listed properties and districts, State Antiquities Landmarks (SALs), Official Texas Historical Markers (OTHMs), Recorded Texas Historic Landmarks (RTHLs), National Park Service (NPS) Historic Trails, and cemeteries within the review area. Staff would also examine soil, geological, and environmental data, as well as recent and historic-age maps and aerial photographs, including Sanborn Fire Insurance Maps and Stoner Aerial System Maps (if applicable).

- Prepare an Agency Consultation Letter for the lead regulatory agency verifying the project meets the requirements of Antiquities Code of Texas (Subchapter A, Sec. 191.0525[d]) and to provide concurrence with recommendations that no cultural resources survey is needed.

d. Jurisdictional Waters Determination

- Conduct a jurisdictional waters delineation within the project ROW, following guidelines from the U.S. Army Corps of Engineers (USACE), including the 1987 Wetland Delineation Manual.

- Prepare a Jurisdictional Waters Determination Report identifying Waters of the U.S. (including special aquatic sites) present within the project ROW, specific impacts of the project on the Waters of the U.S., measures to minimize the impacts will be identified, and applicable Section 404 permitting options.

- *It is anticipated that any impacts to WOTUS from this project would be covered under a Nationwide Permit (NWP 14) without a pre-construction notification (PCN). If it is determined that a PCN is necessary, a supplemental work authorization would be required. The Waters of the U.S. Assessment and PCN would be subject to the U.S. Army Corps of Engineers Forth Worth District review and issuance of a permit.*

e. Threatened and Endangered Species Assessment

- Conduct an Endangered Species Habitat Assessment within the project ROW to evaluate the potential presence of federally and/or state-listed threatened and endangered species and designated critical habitat. The assessment would include a review of available regulatory databases, agency records, and published literature, as well as a site reconnaissance to evaluate existing habitat conditions relative to species-specific habitat requirements. Field observations would document vegetation communities, land cover, hydrology, and potential disturbances. A report would be prepared describing endangered species assessment methodology and characteristics of the property that support the conclusions of habitat potential. Based on the findings, the report would identify species with potential to occur, assess habitat suitability, and determine the likelihood of impacts from the proposed project. The report to include a map-delineating area that may be suitable for the listed species.

- *It is not anticipated that any threatened or endangered species habitat will be identified within the project ROW. If habitat is identified and threatened and endangered species presence/absence surveys are necessary, a supplemental work authorization would be required.*

f. Phase I Environmental Site Assessment

- Prepare a Phase I Environmental Site Assessment (ESA) in accordance with ASTM E1527-21 based on the data collection and field reconnaissance conducted to identify potential hazardous materials concerns for the proposed project.

g. Environmental Due Diligence Report

- Prepare a comprehensive Environmental Due Diligence Report incorporating all environmental studies, technical memoranda, and supporting documentation completed for the project. The report will summarize results, identify environmental constraints, and outline required permitting, mitigation, and coordination steps.

h. DELIVERABLES:

- Draft & Final Cultural Resources Agency Consultation Letter
- Draft & Final Jurisdictional Waters Determination Report
- Draft & Final Threatened and Endangered Species Assessment
- Draft & Final Phase I Environmental Site Assessment
- Draft & Final Environmental Due Diligence Report

THIS TASK ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- *This proposal assumes that all project undertakings are within existing right-of-way (ROW) and that no additional ROW will be acquired for any part of the proposed project.*

- *If proposed project limits change after the initiation of the investigation, additional services may be required.*
- *Development of the following plans are anticipated to be necessary for the project, but would be conducted during PS&E and are not included in this scope:*
- *Draft & Final Stormwater Pollution Prevention Plan (SW3P)*
- *If the project requires federal funding, then a supplemental will be required. It is assumed that the project will be 100% locally-funded.*
- *Karst features are assumed absent due to location outside of mapped karst zones.*
- *Project is located outside of the Edwards Aquifer Recharge and Contributing zone, and will therefore not require Edwards Aquifer permitting or coordination.*
- *Section 4(f) and section 6(f) are assumed to not be a concern for the project and coordination for these items can be provided under a supplemental.*
- *Impacts to WOTUS are expected to remain under the notification threshold.*
- *It is assumed there will be no effects to federally listed species.*
- *This scope assumes that for Phase 1 of design, no environmental documents will be required. If any environmental study is needed for environmental clearance, a supplemental will be required.*

4. GEOTECHNICAL SERVICES (PHASE 1 ONLY)

a. The Engineer's Geotechnical sub provider, Raba Kistner (RK), will perform geotechnical services for the roadway that will require pavement design and culvert foundation recommendations. The proposed geotechnical scope of work includes drilling six (6) pavement borings to a depth of 15-ft. As part of our scope of work, RK will perform the following

- Develop soil boring layout for approval from the project team prior to mobilization.
- Prepare a soil core hole drilling program for pavement borings. RK will follow the procedures in the Hays County Design Criteria Manual and contact the appropriate utility location services to have underground utilities located prior to drilling in an area.
- RK will stake borings in the field utilizing tape and right angle measurements from existing benchmarks (does not include surveying of boring locations and assumes surveyor will stake roadway alignment); perform laboratory testing to characterize soils and provide pavement design recommendations for the proposed intersection improvement and shoulder widening project.

- RK has also assumed that the borings can be drilled during the day, and that all boring locations will be accessible to a truck-mounted drill rig or that the County will provide necessary equipment to provide access for truck-mounted drill rig.

- RK will perform appropriate laboratory tests on soil samples recovered from the borings. Laboratory testing will include but not limited to moisture content, liquid limit, plastic limit, unconfined compression, sulfate testing, particle size analysis tests, visual classification, dry density, resilient modulus, Texas Triaxial, free swell, California Bearing Ratio (CBR) test, and lime series.

- RK will prepare **three (3)** pavement design options. All pavement design analyses will be performed with TxDOT software FPS-21, unless otherwise approved by the County.

- Provide Geotechnical Investigation Report for the project evaluated by a professional geotechnical engineer Licensed in the State of Texas. The following items will be included in the Geotechnical Report:

  Soil boring locations, boring logs, and plan of borings, subsurface exploration procedures, encountered subsurface conditions, field and laboratory test results, description of surface and subsurface conditions, groundwater conditions, PVR calculations, pavement design recommendations to include alternatives for subgrade stabilizations, and foundation recommendations for culverts. Provide Soil Core Hole Drilling required for pavement borings. In addition, recommendations for culvert foundation design and construction will be included in the report.

- RK will provide a Draft Pavement Report and Final Pavement Report based on field testing, subsequent laboratory testing, following the format noted in the Hays County Design Criteria Manual.

- If available, it is requested that the County provide RK with a recent plat of the project site, a drawing illustrating existing and proposed construction locations, and preliminary site grading plans prior to the start of our field explorations services. Also, it is the understanding that the County will provide access to all boring locations for a conventional truck-mounted drilling rig. RK will take all precautions to prevent damage to property; however, RK is not responsible for tire rutting or damage of landscaping. It is standard protocol to contact the "ONE CALL" utility location service. As such, RK is not responsible for damaging utility lines that are not located or properly located by this service since there is no way to know where all lines are located. RK's scope does not include performing site utility engineering prior to drilling our borings.

b. DELIVERABLES:

- Draft Geotechnical Pavement and Culvert Report

- Final Geotechnical Pavement and Culvert Report

5. SUBSURFACE UTILITY ENGINEERING (PHASE 2 ONLY)

a. Subsurface Utility Engineering Investigation

Utility engineering investigation includes utility investigations subsurface and above ground prepared in accordance with ASCE/CI Standard 38-02 [(http://www.fhwa.dot.gov/programadmin/asce.cfm)] and Utility Quality Levels.

The Engineer shall complete a Quality Level C/D subsurface utility engineering (SUE) investigation within the full project limits within the existing Center Point Road right-of-way, starting on the north end of the limits, 375'+/- north of Gypsy Cove to south to Beback Inn Road. A maximum of 5,000 LF of Quality Level C and 7,500 LF of Quality Level D SUE has been included in this scope of work. Scope also includes up to (1) QLB Field Crew days to investigate any areas requested by the County. The Engineer shall complete up to 4 Quality Level A test holes, as needed, at potential utility conflict locations.

- Utility Quality Levels (QL)

  Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

  - Quality Level D - Quality level value assigned to a utility segment or utility feature after a review and compilation of data sources such as existing records, oral recollections, One-Call markings, and data repositories.

  - Quality Level C - Quality level value assigned to a utility segment or utility feature after surveying aboveground (i.e., visible) utility features and using professional judgement to correlate the surveyed locations of these features with those from existing utility records.

  - Quality Level B - Designate: Quality level value assigned to a utility segment or subsurface utility feature whose existence and position is based upon appropriate surface geophysical methods combined with professional judgment and whose location is tied to the project survey datum. Horizontal accuracy of Designated Utilities is 18" (including survey tolerances) unless otherwise indicated for a specific segment of the deliverable. Quality Level B incorporates quality levels C and D information. A composite plot is created.

  - Quality Level A – Quality level value assigned to a portion (x, y, and z geometry) of a point of a subsurface utility feature that is directly exposed, measured, and whose location and dimensions are tied to the project survey datum. Other measurable, observable, and judged utility attributes are also recorded (per District Best Practices). The utility location must be tied to the project survey datum with an accuracy of 0.1 feet (30-mm) vertical and to 0.2 feet (60-mm) horizontal. As test holes may be requested up front or during the project, test holes done prior to completion of QL D, C, or B deliverables must be symbolized on the QL B deliverable with a call out indicating test holes number. This is in addition to and not in lieu of the test hole.

- Utility Investigations Methodology
  - Utility Investigation Quality Level D

    The Engineer shall:

    a. Perform records research from all available resources. Sources include, but are not limited to: Texas811, Railroad Commission of Texas (Texas RRC), verbal recollection, as-built information from plans, plats, permits and any other applicable information provided by the utility owners or other stakeholders.

    b. Document utility owners and contact information.

    c. Create a utility drawing of information gathered.

  - Utility Investigation Quality Level C

    The Engineer shall:

    a. In combination with existing Quality Level D information, utilize surveyed above-ground utility features and professional judgement to upgrade Quality Level D information to Quality Level C. For those utilities unable to be upgraded, retain as Quality Level D.

    b. Overhead utilities information must be gathered and depicted. Sag elevations of lowest utility must be documented at road crossings, per best practices document.

    c. Storm and sanitary sewer information must be gathered from Level D and upgraded to Level C as possible, unless otherwise directed by the County.

    d. Mapping of underground vaults may be requested by the County.

    e. Create composite utility drawing of information gathered.

  - Designate (Quality Level B)

    Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non- destructive surface geophysical techniques and reference to established survey control. Designating (Quality Level B) services are inclusive of Quality Levels C and D.

    The Utility Engineer must:

    a. As requested by the County, compile "as-built" information from plans, plats and other location data as provided by the utility owners.

    b. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The Engineer shall examine utility owner's work to ensure accuracy and completeness.

c. Designate, record, and mark the horizontal location of the existing utility facilities using non-destructive surface geophysical techniques.

d. Using both active and passive scans to attempt to locate any additional utilities, including unrecorded and abandoned storm and sanitary sewer facilities, at the direction of the County, utilities maybe investigated using additional methods such as rodding that would then classify them as Quality Level B. A non-water based pink paint or pink pin flags must be used on all surface markings of underground utilities.

e. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. The Utility Engineer must prepare and deliver to the County a color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations. The Utility Engineer and County acknowledge that the line sizes of designated utility facilities detailed on the deliverable will be from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above-ground utility feature locations must be included in the deliverable to the County. This information must be provided in the latest version of OpenRoads civil design system used by the County. The electronic file will be uploaded to the County's Procore file management system, as required by the County. When requested by the County, the designated utility information must be overlaid on the County's design plans.

f. Determine and inform the County of the approximate electronic utility depths at critical locations as determined by the County. The limits of this additional information should be determined prior to the commencement of work. This depth indication is understood by both the Engineer and the County to be approximate only and is not intended to be used preparing the right of way and construction plans.

g. Provide a monthly summary, with weekly updates, of work completed and in process with adequate detail to verify compliance with agreed work schedule.

h. Provide documentation to show that permits have been closed out as required.

i. Clearly identify all utilities that were discovered from Quality Levels C and D investigation but cannot be depicted in Quality Level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.

j. Comply with all applicable TxDOT policy and procedural manuals.

- Subsurface Utility Locate (Test Hole) Service (Quality Level A)

  Locate is the process used to obtain precise horizontal and vertical position, material type, condition, size, and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D.

  The Utility Engineer must:

  a. Review requested test hole locations and advise the County in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.

  b. Coordinate with utility owner inspectors as may be required by law or utility owner policy.

  c. Place Texas 811 ticket 48 hours prior to excavation.

  d. Neatly cut and remove existing pavement material, such that the cut does not exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.

  e. Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:

     - Elevation of top of utility tied to the datum of the furnished plan.
     - Minimum of two benchmarks utilized. Elevations must be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
     - Elevation of existing grade over utility at test hole location.
     - Horizontal location referenced to project coordinate datum.
     - Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
     - Utility facility material(s).
     - Utility facility condition.
     - Pavement thickness and type.
     - Coating/wrapping information and condition.
     - Unusual circumstances or field conditions.

f. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the County.

g. Be financially responsible for any damage to the utility during the locating process. In the event of damage, the Utility Engineer must stop work, notify the appropriate utility facility owner, the County and appropriate regulatory agencies. The regulatory agencies include: The Texas Railroad Commission and the Texas Commission on Environmental Quality. The Utility Engineer must not resume work until the utility facility owner has determined the corrective action to be taken. The Utility Engineer must be liable for all costs involved in the repair or replacement of the utility facility.

h. Back fill all excavations with appropriate material, compact backfill by appropriate mechanical means, and restore pavement and surface material. The Engineer is responsible for the integrity of the backfill and surface restoration for a period of three years.

i. Furnish and install a permanent above-ground marker (as specified by the County), directly above center line of the utility facility.

j. Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the Utility Engineer must return to correct the condition at no extra charge to the County.

k. Plot utility location position information to scale and provide a comprehensive utility plan signed and sealed by the responsible Engineer. This information must be provided in the latest version of OpenRoads Designer. The electronic file will be uploaded to the County's Procore file management system as requested. When requested by the County, the locate information must be over laid on the County's design plans.

l. Return plans, profiles, and test hole data sheets to the County. If requested, conduct a review of the findings with the County.

m. Close-out permits as required.

b. DELIVERABLES:

- Utility Records/As-builts from utility owners
- Final SUE plans signed and sealed
- Final SUE test hole data forms signed and sealed
- Electronic files of QL A-D in OpenRoads Designer and pdf

6. PLAN PREPARATION (PS&E) SERVICES—ROADWAY

Prepare plans per the current Hays County Design Criteria Manual and TxDOT RDM. This includes applicable submittal requirements including cost estimate, checklists, hardcopies, CAD files, comment responses, design waivers/exceptions, general notes, quantities, updated design schedule, and construction time determination. The engineer will develop and submit these Plans, Specifications & Estimates (PS&E) for each of the following Design Phases at the following milestones:

Phase 1: 60% and Final Design.

Phase 2: 60%, 90%, and Final Design.

a. Roadway/General:

- Title Sheet
  - Prepare a project title sheet as required for the construction plans, utilizing the template provided by the County.
- Index of Sheets
  - Prepare index sheet(s) that shows each sheet location in the plan set.
- Project Layout
  - Prepare an project layout sheet(s) that clearly indicate the limits of the entire project.
- Typical Sections
  - Prepare typical section(s) for all proposed and existing roadways and cross streets.
- General Notes
  - Prepare general notes for the applicable project-specific items, utilizing the master general notes provided by the County
- Survey Data
  - Incorporate survey control sheet(s) that clearly indicate the benchmark locations and associated control information.
- SUE Data (Phase 2 Only)
  - Incorporate SUE plan sheets.
- Horizontal Alignment Data

- Prepare horizontal alignment data sheet(s) that depict the horizontal geometric information for the roadways to be included in the construction plan set.

- Summary of Quantities Sheets
  - Prepare summary sheet(s) that tabulate, combine, and summarize quantities of the various construction items.

- Removal Plans – Phase 2 Only
  - Prepare removal sheet(s) that clearly identify any items to be removed.

- Roadway Sheets– Phase 1 Only
  - Prepare roadway plan sheets that depict the proposed roadway improvements on Centerpoint Road along with any miscellaneous removals (6 sheets).
  - Roadway plan sheets will be developed to a 1"=50' scale.

- Roadway Plan & Profile Sheets– Phase 2 Only
  - Prepare roadway plan and profile sheets that depict the proposed roadway improvements on Centerpoint Road (8 sheets).
  - Roadway plan and profile sheets will be developed to a 1"=50' scale.

- Side Street/Intersection Plans – Phase 2 Only
  - Prepare side street/intersection layout sheets for up to **three (3)** locations.
  - Provide contours or details of drainage patterns for street intersections including slope or elevations along the edge of pavement to avoid ponding at intersections.
  - Side street and intersection layouts will be developed to a 1"=20' scale

- Driveway Detail Sheets – Phase 2 Only
  - Prepare driveway profiles for each driveway along the project corridor. Driveways will be defined in a tabular format.

- Miscellaneous Detail Sheets – Phase 2 Only
  - Develop miscellaneous roadway detail sheets for the project that depict details required, which are not defined in standard detail sheets.

- Standards
  - Select standards from TxDOT as applicable.

- Cross Sections/3D Corridor Model

- Develop cross sections at 100-foot stations and other locations as necessary for determination of cut and fill quantities. These sections will also be used to further refine the design vertical geometry.

b. Traffic Control:

- Traffic Control Plans (TCP)
  - Prepare traffic control typical section(s) for each stage of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction.
  - Prepare a detailed narrative for the sequence of construction and traffic control general notes utilizing the sequence approved during the County Coordination phase. Any changes to the sequence of construction will be approved by the County prior to developing detailed TCP layouts.
  - Prepare detailed TCP layouts for each phase to a 1"=50' scale.
  - Develop traffic control detail(s) for items not covered by County or TxDOT standard details.
  - Develop an Engineer's opinion of construction schedule in order to determine an approximate duration for each of the phases of construction.
  - Temporary drainage systems are excluded.

c. Signing and Pavement Marking Layouts:

- For Phase 1:
  - Prepare pavement marking layout on Centerpoint Rd from CR 266 to 375' North of Gypsy Cove to a 1"=50' scale.
- For Phase 2:
  - Prepare signing and pavement marking layouts on Centerpoint Rd to a 1"=50' scale. Signing layout shall be from CR 266 to Beback Inn Rd and pavement markings layout shall be from 375' North of Gypsy Cove to Beback Inn Rd .
- Prepare detail sheets for small signs and for non-standard signs – Phase 2 Only
- Select standards from TxDOT as applicable.

d. Stormwater Pollution Prevention Plan (SW3P)

- Develop SW3P narrative in conformance with the TCP to minimize potential impacts to receiving waterways to 1"=50' scale (seven (14) sheets total, six (6) sheets Phase 1, eight (8) sheets Phase 2).

- Prepare Environmental Permits, Issues and Commitments (EPIC) sheet(s).
- Prepare Temporary Erosion Control Layouts
- Select standards from TxDOT as applicable.

e. DELIVERABLES:

- Phase 1:
  - 60% & Final PS&E Submittal Package
    - Plans (.pdf)
    - Engineer's Estimate (.pdf)
    - KMZ (.kmz)
  - Final PS&E Quantities (.xlsx)
- Phase 2:
  - 60%, 90% & Final PS&E Submittal Package
    - Plans (.pdf)
    - Engineer's Estimate (.pdf)
    - KMZ (.kmz)
  - Final PS&E Quantities (.xlsx)

7. PLAN PREPARATION (PS&E) SERVICES—DRAINAGE (PHASE 2 ONLY)

a. Hydrology

- Delineate drainage areas contributing to each culvert crossing.
- Rational Method will be used to analyze flow to each culvert crossing.

b. Hydraulics

- Culvert Crossings
  - HY-8 will be utilized for culvert crossing analysis and sizing.
- Ditch Grading
  - Develop preliminary ditch model.

- Manning's equation will be used to determine the hydraulic capacity of the existing and proposed ditches. Ditches will be graded to meet or exceed existing conditions.
- Perform adjustments to ditch sizing based on analysis.

- Driveway Culverts
  - Select culvert sizing based on upstream ditch capacity.
  - Design culvert (length, inlet/outlet elevations, material, end sections)

c. Plan Sheet development

- Prepare drainage area map sheets for cross culverts
  - Two (2) sheets at 1"=200' scale
- Prepare culvert layout sheets for cross culverts
  - Two (2) culvert crossings assumed at 1"=20' scale (2 sheets)
- Select culvert standards based on headwall configuration and fill conditions.
- Prepare cross-section views for the re-grading of the existing roadway.

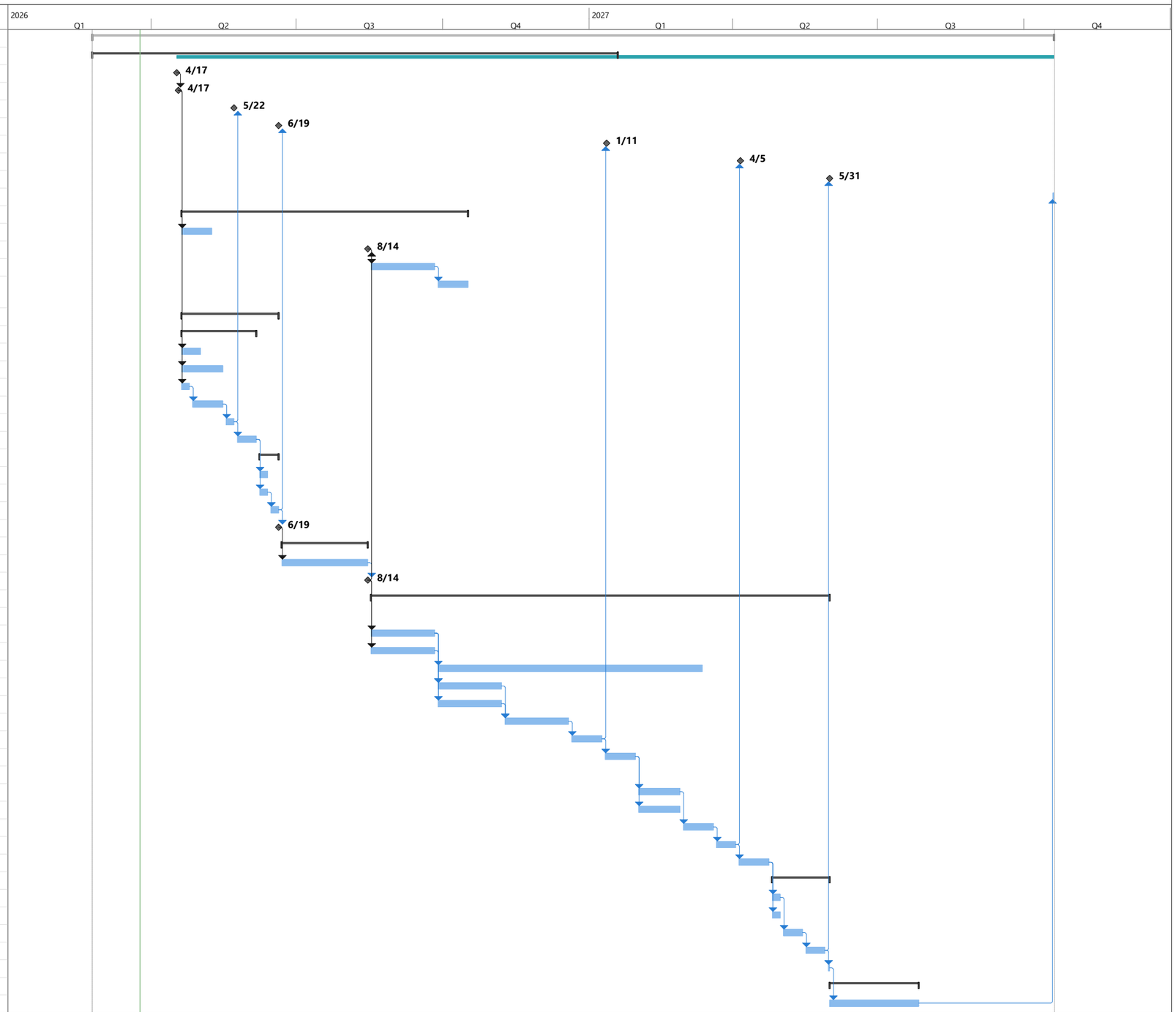
THIS TASK ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- *This project, for both Phase 1 and Phase 2 will not include any design of turn-lanes for the proposed developments in the area. These turn-lanes will be designed by the developer and their consultant of choice. If the developer prefers that Pape-Dawson designs the turn-lanes in conjunction with the reconstruction of Centerpoint, the developer will be responsible for reimbursing the City for the additional services necessary to complete the design work.*
- *Phase 1 will only include a simple pavement replacement. Corridor model and cross sections are provided to show adequate cross-slope for drainage.*
- *Phase 1 will not include any driveway or side street sheets as it is intended that the project will match the existing profile and grading tie-ins. They will be field verified and adjusted as needed for positive drainage and any tie-in conditions as necessary.*
- *Sign replacement is not scoped in Phase 1 and will be included in Phase 2 for the entirety of the project, from CR 266 to Beback Inn Rd.*
- *Drainage analyses are not expected to be required for Phase 1, including any driveway culvert upgrades or replacements. Should drainage analyses be required for Phase 1 of the design, an ASR will be needed.*

- *The drainage information will be included in the above PS&E package and not as a separate set. Proposed roadside ditches and will be designed to maintain or exceed existing capacity and avoid adverse drainage impacts.*
- *All drainage items in this authorization will be completed for the proposed typical section only, which is for the reconstruction of the existing 2-lane facility with shoulders and no-turn lanes.*
- *Roadside ditch plan and profile sheets will not be provided. Ditch profile information and/or additional drainage details will be provided on the roadway plan and profile sheets and/or driveway detail sheets.*
- *A floodplain study will not be provided and no CLOMR/LOMR is needed. Should any stream or floodplain modeling be required, an ASR will be needed to complete modeling in HEC-RAS.*
- *Culvert crossing watersheds are assumed to be smaller than 100 acres; therefore, the Rational Method will be used to analyze hydrology at culvert crossings.*

Attachment C - Work Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
0	**Centerpoint Rd PS&E Design**	**432 days**	**Mon 2/23/26**	**Tue 10/19/27**	
1	**Project Milestones**	**236 days**	**Mon 2/23/26**	**Mon 1/18/27**	
2	NTP	0 days	Fri 4/17/26	Fri 4/17/26	
3	PS&E Kickoff Meeting	1 day	Fri 4/17/26	Fri 4/17/26	2
4	Phase 1 - 60% Submittal	0 days	Fri 5/22/26	Fri 5/22/26	21
5	Phase 1 - Final Submittal	0 days	Fri 6/19/26	Fri 6/19/26	26
6	Phase 2 - 60% Submittal	1 day	Mon 1/11/27	Mon 1/11/27	39
7	Phase 2 - 90% Submittal	1 day	Mon 4/5/27	Mon 4/5/27	45
8	Phase 2 - 100% Submittal	1 day	Mon 5/31/27	Mon 5/31/27	51
9	Work Authorization Termination Date	1 day	Tue 10/19/27	Tue 10/19/27	54FS+60 days
10	**Survey**	**130 days**	**Mon 4/20/26**	**Fri 10/16/26**	
11	Topographic Survey	15 days	Mon 4/20/26	Fri 5/8/26	3
12	Phase 2 Delay	0 days	Fri 8/14/26	Fri 8/14/26	30
13	Gain ROE	30 days	Mon 8/17/26	Fri 9/25/26	12
14	Channel Cross Sections + Supplemental Survey as Needed	15 days	Mon 9/28/26	Fri 10/16/26	13
15	**Phase 1 Design**	**45 days**	**Mon 4/20/26**	**Fri 6/19/26**	
16	**60% PS&E Design**	**35 days**	**Mon 4/20/26**	**Fri 6/5/26**	
17	Submit QAQC Plan	10 days	Mon 4/20/26	Fri 5/1/26	3
18	Geotechnical Investigation	20 days	Mon 4/20/26	Fri 5/15/26	3
19	60% Roadway Design	5 days	Mon 4/20/26	Fri 4/24/26	3
20	Planset Development	15 days	Mon 4/27/26	Fri 5/15/26	19
21	QA/QC and 60% Submittal Development	5 days	Mon 5/18/26	Fri 5/22/26	20
22	County Review	10 days	Mon 5/25/26	Fri 6/5/26	21
23	**Final PS&E Design**	**10 days**	**Mon 6/8/26**	**Fri 6/19/26**	
24	Final Roadway Design	5 days	Mon 6/8/26	Fri 6/12/26	22
25	Revise Plansheets and Address Comments	5 days	Mon 6/8/26	Fri 6/12/26	22
26	QA/QC and Final Submittal Development	5 days	Mon 6/15/26	Fri 6/19/26	25
27	Submit Final	0 days	Fri 6/19/26	Fri 6/19/26	26
28	**Phase 1 Bid Phase Support**	**40 days**	**Mon 6/22/26**	**Fri 8/14/26**	
29	Bid Phase + Award	40 days	Mon 6/22/26	Fri 8/14/26	27
30	Phase 2 Design Lag If Needed)	0 days	Fri 8/14/26	Fri 8/14/26	29
31	**Phase 2 Design**	**206 days**	**Mon 8/17/26**	**Mon 5/31/27**	
32	**60% PS&E Design**	**150 days**	**Mon 8/17/26**	**Fri 3/12/27**	
33	County/Developer Coordination	30 days	Mon 8/17/26	Fri 9/25/26	30
34	SUE Investigation	30 days	Mon 8/17/26	Fri 9/25/26	30
35	Environmental Documentation	120 days	Mon 9/28/26	Fri 3/12/27	33
36	60% Roadway Design	30 days	Mon 9/28/26	Fri 11/6/26	33,34
37	60% Drainage Design	30 days	Mon 9/28/26	Fri 11/6/26	33,34
38	Planset Development	30 days	Mon 11/9/26	Fri 12/18/26	36,37
39	QA/QC and 60% Submittal Development	15 days	Mon 12/21/26	Fri 1/8/27	38
40	County Review	15 days	Mon 1/11/27	Fri 1/29/27	39
41	**90% PS&E Design**	**60 days**	**Mon 2/1/27**	**Fri 4/23/27**	
42	90% Roadway Design	20 days	Mon 2/1/27	Fri 2/26/27	40
43	90% Drainage Design	20 days	Mon 2/1/27	Fri 2/26/27	40
44	Revise Plansheets and Address Comments	15 days	Mon 3/1/27	Fri 3/19/27	42
45	QA/QC and 90% Submittal Development	10 days	Mon 3/22/27	Fri 4/2/27	44
46	County Review	15 days	Mon 4/5/27	Fri 4/23/27	45
47	**Final PS&E Design**	**26 days**	**Mon 4/26/27**	**Mon 5/31/27**	
48	Final Roadway Design	5 days	Mon 4/26/27	Fri 4/30/27	46
49	Final Drainage Design	5 days	Mon 4/26/27	Fri 4/30/27	46
50	Revise Plansheets and Address Comments	10 days	Mon 5/3/27	Fri 5/14/27	48
51	QA/QC and Final Submittal Development	10 days	Mon 5/17/27	Fri 5/28/27	50
52	Submit Final	1 day	Mon 5/31/27	Mon 5/31/27	51
53	**Phase 2 Bid Phase Support**	**40 days**	**Tue 6/1/27**	**Mon 7/26/27**	
54	Bid Phase + Award	40 days	Tue 6/1/27	Mon 7/26/27	52



Date: Wed 3/25/26

Task | Summary | Inactive Milestone | Duration-only | Start-only | External Milestone | Manual Progress
Split | Project Summary | Inactive Summary | Manual Summary Rollup | Finish-only | Deadline
Milestone | Inactive Task | Manual Task | Manual Summary | External Tasks | Progress

Pape-Dawson Consulting Engineers, LLC
Project: Centerpoint Rd PS&E
Beback Inn to CR 266 (Old Bastrop Rd)

Attachment D
Fee Schedule
Hays Co.

Hays County-
Work Authorization #1

FEE SUMMARY AND TIMELINE FOR PROFESSIONAL SERVICES

Project(s): **Centerpoint Rd**
Beback Inn Rd to CR 266 (Old Bastrop Rd)
Prime Consultant: **Pape-Dawson Consulting Engineers, LLC, Austin, Texas**

Proposal Date: **3/26/2026**
Prepared By: **Pape-Dawson**

Scope of Work:
Combined Phase 1 & Phase 2 PS&E Design to Reconstruct Centerpoint Rd

Estimated Construction Cost:
Phase 1 $2,127,486.00
Phase 2 $3,196,668.00
Total $5,324,154.00

DESCRIPTION	Pape-Dawson	Pape- Dawson (Survey)	Pape-Dawson (Environmental)	Raba Kistner, Inc.	The Rios Group, Inc.	TOTAL COST
TASK 1 - PROJECT MANAGEMENT & COORDINATION	$ 165,520.00	$ -	$ 3,480.00	$ 7,922.40	$ -	**$ 176,922.40**
TASK 2 - SURVEY	$ -	$ 88,985.00	$ -	$ -	$ -	**$ 88,985.00**
TASK 3 - ENVIRONMENTAL	$ -	$ -	$ 31,140.00	$ -	$ -	**$ 31,140.00**
TASK 4 - GEOTECHNICAL SERVICES	$ -	$ -	$ -	$ 32,015.14	$ -	**$ 32,015.14**
TASK 5 - SUBSURFACE UTILITY ENGINEERING	$ -	$ -	$ -	$ -	$ 6,129.41	**$ 6,129.41**
TASK 6 - PLAN PREPARATION (PS&E) SERVICES - ROADWAY	$ 295,400.00	$ -	$ -	$ -	$ -	**$ 295,400.00**
TASK 7 - PLAN PREPARATION (PS&E) SERVICES - DRAINAGE	$ 134,770.00	$ -	$ -	$ -	$ -	**$ 134,770.00**
OTHER DIRECT EXPENSES	$ 435.00	$ 440.00	$ 500.00	$ 17,306.52	$ 2,300.00	**$ 20,981.52**
UNIT COSTS	$ -	$ 2,250.00	$ -	$ 7,000.00	$ 18,626.00	**$ 27,876.00**
SUBTOTAL LABOR + EXPENSES	**$ 596,125.00**	**$ 91,675.00**	**$ 35,120.00**	**$ 64,244.06**	**$ 27,055.41**	**$ 814,219.47**

Hays County-
Work Authorization #1

FEE SUMMARY AND TIMELINE FOR PROFESSIONAL SERVICES

Project(s): **Centerpoint Rd**
Beback Inn Rd to CR 266 (Old Bastrop Rd)
Prime Consultant: **Pape-Dawson Consulting Engineers, LLC, Austin, Texas**

Proposal Date: **3/26/2026**
Prepared By: **Pape-Dawson**

Scope of Work:
Phase 1 PS&E Design to Reconstruct Centerpoint Rd

Estimated Construction Cost:
Phase 1 $2,127,486.00

DESCRIPTION	Pape-Dawson	Pape- Dawson (Survey)	Raba Kistner, Inc.	TOTAL COST
TASK 1 - PROJECT MANAGEMENT & COORDINATION	$ 47,450.00	$ -	$ 7,922.40	**$ 55,372.40**
TASK 2 - SURVEY	$ -	$ 55,900.00	$ -	**$ 55,900.00**
TASK 4 - GEOTECHNICAL SERVICES	$ -	$ -	$ 32,015.14	**$ 32,015.14**
TASK 6 - PLAN PREPARATION (PS&E) SERVICES - ROADWAY	$ 59,190.00	$ -	$ -	**$ 59,190.00**
OTHER DIRECT EXPENSES	$ 217.50	$ 440.00	$ 17,306.52	**$ 17,964.02**
UNIT COSTS	$ -	$ 2,250.00	$ 7,000.00	**$ 9,250.00**
SUBTOTAL LABOR + EXPENSES	**$ 106,857.50**	**$ 58,590.00**	**$ 64,244.06**	**$ 229,691.56**

Attachment D
Fee Schedule
Hays Co.

Hays County-
Work Authorization #1

FEE SUMMARY AND TIMELINE FOR PROFESSIONAL SERVICES

Project(s): **Centerpoint Rd**
Beback Inn Rd to CR 266 (Old Bastrop Rd)
Prime Consultant: **Pape-Dawson Consulting Engineers, LLC, Austin, Texas**

Proposal Date: **3/26/2026**
Prepared By: **Pape-Dawson**

Scope of Work:
Phase 2 PS&E Design to Reconstruct Centerpoint Rd

Estimated Construction Cost:
Phase 2 $3,196,668.00

DESCRIPTION	Pape-Dawson	Pape- Dawson (Survey)	Pape-Dawson (Environmental)	The Rios Group, Inc.	TOTAL COST
TASK 1 - PROJECT MANAGEMENT & COORDINATION	$ 118,070.00	$ -	$ 3,480.00	$ -	**$ 121,550.00**
TASK 2 - SURVEY	$ -	$ 33,085.00	$ -	$ -	**$ 33,085.00**
TASK 3 - ENVIRONMENTAL	$ -	$ -	$ 31,140.00	$ -	**$ 31,140.00**
TASK 5 - SUBSURFACE UTILITY ENGINEERING	$ -	$ -	$ -	$ 6,129.41	**$ 6,129.41**
TASK 6 - PLAN PREPARATION (PS&E) SERVICES - ROADWAY	$ 236,210.00	$ -	$ -	$ -	**$ 236,210.00**
TASK 7 - PLAN PREPARATION (PS&E) SERVICES - DRAINAGE	$ 134,770.00	$ -	$ -	$ -	**$ 134,770.00**
OTHER DIRECT EXPENSES	$ 217.50	$ -	$ 500.00	$ 2,300.00	**$ 3,017.50**
UNIT COSTS	$ -	$ -	$ -	$ 18,626.00	**$ 18,626.00**
SUBTOTAL LABOR + EXPENSES	**$ 489,267.50**	**$ 33,085.00**	**$ 35,120.00**	**$ 27,055.41**	**$ 584,527.91**

Pape-Dawson Consulting Engineers, LLC
Project: Centerpoint Rd PS&E (Phase 1)
CR 266 (Old Bastrop Rd) to 375' North of Gypsy Cove

Attachment D
Fee Schedule
Hays Co.

Provider: Pape-Dawson Consulting Engineers, LLC

TASK DESCRIPTION	Vice President	Associate Vice President	Senior Technical Advisor	Project Manager	Senior Project Engineer	Project Engineer	Engineer IV	Engineer II	Technician	Administrative Assistant	TOTAL LABOR HRS. & COSTS
TASK 1 - PROJECT MANAGEMENT & COORDINATION											
PROJECT MANAGEMENT											
Project Management and Administration											
Communication	4										4
Monthly Progress Report, Invoices, and Billings	1	4		10						4	19
Quality Assurance and Quality Control Plan	4	4	4							4	16
Project Coordination & Administration (30 min per day)				24							24
Progress/Coordination Meetings (up to 2 monthly external & 4 internal biweekly meetings + 1 kickoff meeting)	1	3		7	7						18
Project Schedule				2							2
Bid Phase											
Attend Prebid Meeting	2			2	2						6
Respond to RFI's	2			6	6						14
Answering General Questions	2			6	6						14
Project Related Tasks in Support of Owner (assume 2 months)	4			20	20						44
Stakeholder Meetings (assume 3 meetings)	6			6	6						18
HOURS SUB-TOTALS	26	11	4	83	47	0	0	0	0	8	179
CONTRACT RATE PER HOUR	**$390.00**	**$380.00**	**$360.00**	**$240.00**	**$230.00**	**$200.00**	**$180.00**	**$150.00**	**$135.00**	**$120.00**	
TOTAL LABOR COSTS	$10,140.00	$4,180.00	$1,440.00	$19,920.00	$10,810.00	$0.00	$0.00	$0.00	$0.00	$960.00	$47,450.00
SUBTOTAL											**$47,450.00**

Pape-Dawson Consulting Engineers, LLC
Project: Centerpoint Rd PS&E (Phase 1)
CR 266 (Old Bastrop Rd) to 375' North of Gypsy Cove

Attachment D
Fee Schedule
Hays Co.

Provider: Pape-Dawson Consulting Engineers, LLC

TASK DESCRIPTION	Vice President	Associate Vice President	Senior Technical Advisor	Project Manager	Senior Project Engineer	Project Engineer	Engineer IV	Engineer II	Technician	Administrative Assistant	TOTAL LABOR HRS. & COSTS
TASK 6 - PLAN PREPARATION (PS&E) SERVICES - ROADWAY											
PLAN PREPARATION (PS&E) SERVICES											
Roadway Plansheets											
Title Sheet						1			8		9
Index of Sheets						2			8		10
Project Layout						2	4	8	2		16
Typical Sections				1		2	4	8	4		19
General Notes				2		4		2			8
Survey Control						1			2		3
Horizontal Alignment Data Sheets						2			2		4
Summary of Quantity Sheets				1		4		4			9
Roadway Plan Sheets				1		2	4	10	4		21
Standards						2			4		6
Cross Sections / 3D Corridor Model				2		20		10			32
Traffic Control											
TCP Typical Sections				1		2		4			7
TCP Narrative				1		8		4			13
TCP Layout Sheets				1		2	4	10	4		21
TCP Standards						2			4		6
TCP Construction Schedule				1		4					5
Pavement Markings Layouts											
Pavement Marking Layout Sheets				1		2	4	10	4		21
Standards						2			4		6
Stormwater Pollution Prevention Plan (SW3P)											
SW3P Narrative				1		4		8			13
EPIC Sheet				1		4		8			13
SW3P Layout Sheets				1		2	4	10	4		21
Standards						2			4		6
Submittal Development and Coordination											
60% & Final PS&E Submittal QAQC	2	4	4	16							26
60% & Final PS&E Submittal Package and Coordination	2			4							6
60% & Final PS&E Quantities				2		4	8	12			26
HOURS SUB-TOTALS	4	4	4	37	0	80	32	108	58	0	327
CONTRACT RATE PER HOUR	**$390.00**	**$380.00**	**$360.00**	**$240.00**	**$230.00**	**$200.00**	**$180.00**	**$150.00**	**$135.00**	**$120.00**	
TOTAL LABOR COSTS	$1,560.00	$1,520.00	$1,440.00	$8,880.00	$0.00	$16,000.00	$5,760.00	$16,200.00	$7,830.00	$0.00	$59,190.00
SUBTOTAL											**$59,190.00**

SUMMARY		
TOTAL COSTS FOR PRIME ONLY	$	106,640.00
OTHER DIRECT EXPENSES	$	217.50
GRAND TOTAL		**$106,857.50**

Pape-Dawson Consulting Engineers, LLC
Project: Centerpoint Rd PS&E (Phase 2)
375' North of Gypsy Cove to Beback Inn Rd

Attachment D
Fee Schedule
Hays Co.

Provider: Pape-Dawson Consulting Engineers, LLC

TASK DESCRIPTION	Vice President	Associate Vice President	Senior Technical Advisor	Project Manager	Senior Project Engineer	Project Engineer	Engineer IV	Engineer II	Technician	Administrative Assistant	TOTAL LABOR HRS. & COSTS
TASK 1 - PROJECT MANAGEMENT & COORDINATION											
PROJECT MANAGEMENT											
Project Management and Administration											
Communication	20										20
Monthly Progress Report, Invoices, and Billings	2	8		24						12	46
Project Coordination & Administration (30 min per day)				103							103
Progress/Coordination Meetings (up to 10 monthly external & 20 internal biweekly meetings + 1 kickoff meeting)	2	11		31	31						75
Project Coordination with Developer	4			20	20						44
Project Schedule				10							10
Bid Phase											
Attend Prebid Meeting	2			2	2						6
Respond to RFI's	4			12	12						28
Answering General Questions	4			12	12						28
Project Related Tasks in Support of Owner (assume 2 months)	4			40	40						84
Stakeholder Meetings (assume 3 meetings)	6			6	6						18
HOURS SUB-TOTALS	48	19	0	260	123	0	0	0	0	12	462
CONTRACT RATE PER HOUR	**$390.00**	**$380.00**	**$360.00**	**$240.00**	**$230.00**	**$200.00**	**$180.00**	**$150.00**	**$135.00**	**$120.00**	
TOTAL LABOR COSTS	$18,720.00	$7,220.00	$0.00	$62,400.00	$28,290.00	$0.00	$0.00	$0.00	$0.00	$1,440.00	$118,070.00
SUBTOTAL											**$118,070.00**

Pape-Dawson Consulting Engineers, LLC
Project: Centerpoint Rd PS&E (Phase 2)
375' North of Gypsy Cove to Beback Inn Rd

Attachment D
Fee Schedule
Hays Co.

Provider: Pape-Dawson Consulting Engineers, LLC

TASK DESCRIPTION	Vice President	Associate Vice President	Senior Technical Advisor	Project Manager	Senior Project Engineer	Project Engineer	Engineer IV	Engineer II	Technician	Administrative Assistant	TOTAL LABOR HRS. & COSTS
TASK 6 - PLAN PREPARATION (PS&E) SERVICES - ROADWAY											
PLAN PREPARATION (PS&E) SERVICES											
Roadway Plansheets											
Title Sheet						1			2		3
Index of Sheets						2			8		10
Project Layout						2	4	8	2		16
Typical Sections				1		2	4	20	4		31
General Notes				2		4		2			8
Survey Control						1			2		3
SUE Data						4			8		12
Horizontal Alignment Data Sheets						2			2		4
Summary of Quantity Sheets				2		4		4			10
Removal Plans				2		8	16	24	12		62
Roadway Plan and Profile Sheets				8		24	60	80	40		212
Side Street/Intersection Layout Sheets				2		16	24	40	20		102
Driveway Detail Sheets				2		4	12	20	10		48
Misc Detail Sheets				1		2	4	8			15
Standards						2			4		6
Cross Sections / 3D Corridor Model				8		80	80	40	20		228
Traffic Control											
TCP Typical Sections				1		4		8			13
TCP Narrative				2		16		8			26
TCP Layout Sheets				2		6	12	24	12		56
TCP Standards						2			4		6
TCP Construction Schedule				2		8					10
Signing and Pavement Markings Layouts											
SPM Layout Sheets				2		8	20	40	20		90
SPM Misc Details				1		4		20			25
Standards						2			4		6
Small Sign Detail Sheet						4		20			24
Stormwater Pollution Prevention Plan (SW3P)											
SW3P Narrative						2		4			6
EPIC Sheet						2		4			6
SW3P Layout Sheets				2		6	12	24	12		56
Standards						2			4		6
Submittal Development and Coordination											
60%, 90%, & Final PS&E Submittal QAQC	12	24	24	40							100
60%, 90%, & Final PS&E Submittal Package and Coordination	6			12							18
60%, 90%, & Final PS&E Quantities				4		20	20	40			84
HOURS SUB-TOTALS	18	24	24	96	0	244	268	438	190	0	1302
CONTRACT RATE PER HOUR	**$390.00**	**$380.00**	**$360.00**	**$240.00**	**$230.00**	**$200.00**	**$180.00**	**$150.00**	**$135.00**	**$120.00**	
TOTAL LABOR COSTS	$7,020.00	$9,120.00	$8,640.00	$23,040.00	$0.00	$48,800.00	$48,240.00	$65,700.00	$25,650.00	$0.00	$236,210.00
SUBTOTAL											**$236,210.00**

Pape-Dawson Consulting Engineers, LLC
Project: Centerpoint Rd PS&E (Phase 2)
375' North of Gypsy Cove to Beback Inn Rd

Attachment D
Fee Schedule
Hays Co.

Provider: Pape-Dawson Consulting Engineers, LLC

TASK DESCRIPTION	Vice President	Associate Vice President	Senior Technical Advisor	Project Manager	Senior Project Engineer	Project Engineer	Engineer IV	Engineer II	Technician	Administrative Assistant	TOTAL LABOR HRS. & COSTS
TASK 7 - PLAN PREPARATION (PS&E) SERVICES - DRAINAGE											
PLAN PREPARATION (PS&E) SERVICES											
Hydrology											
Delineate drainage areas					4	8	16	24			52
Culvert Flow calculation using Rational Method					4	8	16	24			52
Hydraulics											
HY-8 analysis for culvert crossings					4	8	20	40			72
Develop preliminary ditch model					4	8	20	40			72
Size ditches based on hydraulic capacity					8	20	40	40			108
Select driveway culvert sizing					2	4	10	20			36
Driveway culvert design					8	20	20	40			88
Plan Sheet Development											0
Drainage area map sheets					2	4	10	20	10		46
Cross Culvert Layout Sheets					2	4	20	60	20		106
Culvert Standards and Details						2			4		6
Submittal Development and Coordination											
· 60%, 90%, & Final PS&E QAQC	6	12	12	20							50
· 60%, 90%, & Final PS&E Submittal Package and Coordination	6			6							12
· 60%, 90%, & Final PS&E Quantities				2		10	10	20			42
HOURS SUB-TOTALS	12	12	12	28	38	96	182	328	34	0	742
CONTRACT RATE PER HOUR	**$390.00**	**$380.00**	**$360.00**	**$240.00**	**$230.00**	**$200.00**	**$180.00**	**$150.00**	**$135.00**	**$120.00**	
TOTAL LABOR COSTS	$4,680.00	$4,560.00	$4,320.00	$6,720.00	$8,740.00	$19,200.00	$32,760.00	$49,200.00	$4,590.00	$0.00	$134,770.00
SUBTOTAL											**$134,770.00**

SUMMARY		
TOTAL COSTS FOR PRIME ONLY	$	489,050.00
OTHER DIRECT EXPENSES	$	217.50
GRAND TOTAL	**$**	**489,267.50**

Pape-Dawson Consulting Engineers, LLC
Project: Centerpoint Rd PS&E (Phase 1)
CR 266 (Old Bastrop Rd) to 375' North of Gypsy Cove

Attachment D
Fee Schedule
Hays Co.

Provider: Pape-Dawson Consulting Engineers, LLC

OTHER DIRECT EXPENSES	UNIT	RATE	Quantity	Total
Travel				
Mileage	mile	$ 0.725	300	$ 217.50
TOTAL OTHER DIRECT EXPENSES				**$ 217.50**

Pape-Dawson Consulting Engineers, LLC
Project: Centerpoint Rd PS&E (Phase 2)
375' North of Gypsy Cove to Beback Inn Rd

Attachment D
Fee Schedule
Hays Co.

Provider: Pape-Dawson Consulting Engineers, LLC

OTHER DIRECT EXPENSES	UNIT	RATE	Quantity	Total
Travel				
Mileage	mile	$ 0.725	300	$ 217.50
TOTAL OTHER DIRECT EXPENSES				**$ 217.50**

Pape-Dawson Consulting Engineers, LLC
Project: Centerpoint Rd PS&E (Phase 1)
CR 266 (Old Bastrop Rd) to 375' North of Gypsy Cove

Attachment D
Fee Schedule
Hays Co.

Provider: Pape-Dawson Consulting Engineers, LLC

TASK DESCRIPTION	Survey Department Manager	Survey Project Manager	Project Surveyor	Senior Survey Technician	Survey Technician	2-person Survey Crew	Practice Leader/Certified Photogrammetrist	Geospatial Services Manager	Geospatial Technician	TOTAL LABOR HRS. & COSTS
TASK 2 - SURVEY (LIDAR)										
Deed Research/Prepare base map/establish apparent ROW	2	5	10		20	20				57
Set Lidar control (8 AT and 20 GT's estimated)		1	4		10	40				55
Verify existing control, set additional control as necessary	1	2	5		10	20				38
Prepare deliverables, QA/QC		5	10		20					35
Prepare 11"x17" control point sheets	2	4		10						16
Geospatial Aerial Lidar Survey Tasks										0
Prep and Planning									16	16
Acquisition									16	16
Processing and Calibration									11	11
Post Processing									8	8
Feature Extraction									8	8
Deliverbales									6	6
QC								8	4	12
Ortho									4	4
Admin							10	10	1	21
Prepare 11"x17" control point sheets										0
HOURS SUB-TOTALS	5	17	29	10	60	80	10	18	74	303
CONTRACT RATE PER HOUR	**$265.00**	**$210.00**	**$185.00**	**$160.00**	**$155.00**	**$210.00**	**$250.00**	**$200.00**	**$160.00**	
TOTAL LABOR COSTS	$1,325.00	$3,570.00	$5,365.00	$1,600.00	$9,300.00	$16,800.00	$2,500.00	$3,600.00	$11,840.00	$55,900.00
SUBTOTAL										**$55,900.00**

SUMMARY		
TOTAL COSTS FOR SURVEY ONLY	$	55,900.00
OTHER DIRECT EXPENSES	$	440.00
UNIT COSTS	$	2,250.00
GRAND TOTAL	**$**	**58,590.00**

Pape-Dawson Consulting Engineers, LLC
Project: Centerpoint Rd PS&E (Phase 2)
375' North of Gypsy Cove to Beback Inn Rd

Attachment D
Fee Schedule
Hays Co.

Provider: Pape-Dawson Consulting Engineers, LLC

TASK DESCRIPTION	Survey Department Manager	Survey Project Manager	Project Surveyor	Senior Survey Technician	Survey Technician	2-person Survey Crew	TOTAL LABOR HRS. & COSTS
TASK 2 - SURVEY (LIDAR)							
Obtain ROE (16 total parcels assumed)		4	32		16		52
Survey supplemental topographic features not visible in Lidar data	2	4	8		16	30	60
Survey existing bridge/drainage structure			2		5	10	17
Prepare deliverables, QA/QC		5	10		20		35
Prepare 11"x17" control point sheets	2	4		10			16
HOURS SUB-TOTALS	4	17	52	10	57	40	180
CONTRACT RATE PER HOUR	**$265.00**	**$210.00**	**$185.00**	**$160.00**	**$155.00**	**$210.00**	
TOTAL LABOR COSTS	$1,060.00	$3,570.00	$9,620.00	$1,600.00	$8,835.00	$8,400.00	$33,085.00
SUBTOTAL							**$33,085.00**

SUMMARY	
TOTAL COSTS FOR SURVEY ONLY	$ 33,085.00
GRAND TOTAL	**$ 33,085.00**

Pape-Dawson Consulting Engineers, LLC
Project: Centerpoint Rd PS&E (Phase 1)
CR 266 (Old Bastrop Rd) to 375' North of Gypsy Cove

Attachment D
Fee Schedule
Hays Co.

Provider: Pape-Dawson Consulting Engineers, LLC

OTHER DIRECT EXPENSES	UNIT	RATE	Quantity	Total
SERVICES				
Ground Target (includes paint and panel material)	each	$30.00	8	$ 240.00
Deed Copies	sheet	$2.00	100	$ 200.00
TOTAL OTHER DIRECT EXPENSES				$ 440.00

Pape-Dawson Consulting Engineers, LLC
Project: Centerpoint Rd PS&E (Phase 1)
CR 266 (Old Bastrop Rd) to 375' North of Gypsy Cove

Attachment D
Fee Schedule
Hays Co.

Provider: Pape-Dawson Consulting Engineers, LLC

UNIT COSTS	UNIT	RATE	Quantity	Total
SURVEY				
Unmanned Aerial System (Includes the UAS, Vehicle, Pilot and	day	$2,250.00	1	$ 2,250.00
Vehicle mileage not included, FAA licensed pilot				
Does not include mobilization to site. This is in the ODEs.				
TOTAL UNIT COSTS				**$ 2,250.00**

Pape-Dawson Consulting Engineers, LLC
Project: Centerpoint Rd PS&E (Phase 2)
375' North of Gypsy Cove to Beback Inn Rd

Attachment D
Fee Schedule
Hays Co.

Provider: Pape-Dawson Consulting Engineers, LLC

TASK DESCRIPTION	Principal	Vice President	Senior Project Manager	Project Manager	Senior Environmental Archeologist / Geologist / Scientist	Project Environmental Archeologist / Geologist / Scientist	Staff Environmental Archeologist / Geologist / Scientist	Geospatial Technician	Administrative Assistant	TOTAL LABOR HRS. & COSTS
TASK 1 - PROJECT MANAGEMENT & COORDINATION										
PROJECT MANAGEMENT										
Progress/Coordination Meetings		4		8						12
HOURS SUB-TOTALS	0	4	0	8	0	0	0	0	0	12
CONTRACT RATE PER HOUR	**$375.00**	**$390.00**	**$315.00**	**$240.00**	**$250.00**	**$160.00**	**$120.00**	**$160.00**	**$120.00**	
TOTAL LABOR COSTS	$0.00	$1,560.00	$0.00	$1,920.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,480.00
SUBTOTAL										**$3,480.00**

TASK 3 - ENVIRONMENTAL										
ENVIRONMENTAL SERVICES										
c. Cultural Resources Background Review and Agency Consultation										0
I. Background Review						2	4			6
II. Draft Agency Consultation Letter		1		2	2	2	8		1	16
III. Final Agency Consultation Letter		1		2	2		2		1	8
d. Jurisdictional Waters Determination										0
I. Draft WOTUS Jurisdictional Determination Report		1		2		12	20	1	1	37
II. Final WOTUS Jurisdictional Determination Report		1		2		2	4		1	10
e. Threatened and Endangered Species Assessment										0
I. Draft Endangered Species Habitat Assessment Report		1		2		8	16	1	1	29
II. Final Endangered Species Habitat Assessment Report		1		2		2	4		1	10
d. Phase I Environmental Site Assessment										0
I. Draft Phase I ESA Report		1		12			6		1	20
II. Final Phase I ESA Report		1		4					1	6
c. Environmental Due Diligence Report										0
I. Draft Due Diligence Report Preparation		1		4		12	16		1	34
II. Final Due Diligence Report Preparation		1		2		2	2		1	8
HOURS SUB-TOTALS	0	10	0	34	4	42	82	2	10	184
CONTRACT RATE PER HOUR	**$375.00**	**$390.00**	**$315.00**	**$240.00**	**$250.00**	**$160.00**	**$120.00**	**$160.00**	**$120.00**	
TOTAL LABOR COSTS	$0.00	$3,900.00	$0.00	$8,160.00	$1,000.00	$6,720.00	$9,840.00	$320.00	$1,200.00	$31,140.00
SUBTOTAL										**$31,140.00**

SUMMARY		
TOTAL COSTS FOR ENVIRONMENTAL ONLY	$	34,620.00
OTHER DIRECT EXPENSES	$	500.00
GRAND TOTAL		**$35,120.00**

Pape-Dawson Consulting Engineers, LLC
Project: Centerpoint Rd PS&E (Phase 2)
375' North of Gypsy Cove to Beback Inn Rd

Attachment D
Fee Schedule
Hays Co.

Provider: Pape-Dawson Consulting Engineers, LLC

OTHER DIRECT EXPENSES	UNIT	RATE	Quantity	Total
ENVIRONMENTAL				
Hazardous Materials Database Search	EA	$500.00	1	$ 500.00
TOTAL OTHER DIRECT EXPENSES				**$ 500.00**

Pape-Dawson Consulting Engineers, LLC
Project: Centerpoint Rd PS&E (Phase 1)
CR 266 (Old Bastrop Rd) to 375' North of Gypsy Cove

Attachment D
Fee Schedule
Hays Co.

Sub Provider: Raba Kistner, Inc.

TASK DESCRIPTION	Sr. QC Reviewer	Senior Project Engineer	Project Manager	EIT	Geotechnical Logger	Senior Geotech Technician	Geotech Technician	Geotech Lab Technician	CADD Technician	TOTAL LABOR HRS. & COSTS
TASK 1 - PROJECT MANAGEMENT & COORDINATION										
PROJECT MANAGEMENT										
Communication with County	2	2	4	5						13
Monthly Progress Report, Invoices, and Billings (11 months assumed)		2	3							5
Project Coordination & Administration (11 months assumed)		2	3							5
Progress/Coordination Meetings			5	11						16
Develop and Maintain Project Schedule			3							3
HOURS SUB-TOTALS	2	6	18	16	0	0	0	0	0	42
CONTRACT RATE PER HOUR	**$255.00**	**$233.58**	**$204.10**	**$146.07**	**$119.02**	**$91.80**	**$77.22**	**$82.74**	**$104.81**	
TOTAL LABOR COSTS	$510.00	$1,401.48	$3,673.80	$2,337.12	$0.00	$0.00	$0.00	$0.00	$0.00	$7,922.40
SUBTOTAL										**$7,922.40**

TASK 4 - GEOTECHNICAL SERVICES										
Geotechnical										
Develop the Proposed Boring Location Map	1	1	2	4					3	11
Prepare the Traffic Control Plan for Borings		1	1	3	6					11
Process One Call Utility Locate, permits, traffic control, drilling coordination			1	8	12					21
Stake Borings					6	3	3			12
Log Borings					6	15	15			36
Assign Laboratory Testing			1	7				4		12
Review and Analyze Laboratory Test Data		1	3	9						13
Boring logs. PVR, Figures		1	3	9						13
Foundation studies for culverts										0
Prepare Boring Logs			2	4				8	2	16
Prepare Pavement Thickness Options		2	6	8						16
Prepare Pavement Report - Draft		2	6	8						16
Prepare Pavement Report - Final		1	3	6						10
Prepare Geotechcnial Report-Draft	1	2	6	8						17
Prepare Geotechcnial Report-Final	1	1	3	6						11
Review Report		1	2	3						6
HOURS SUB-TOTALS	3	13	39	83	30	18	18	12	5	221
CONTRACT RATE PER HOUR	**$255.00**	**$233.58**	**$204.10**	**$146.07**	**$119.02**	**$91.80**	**$77.22**	**$82.74**	**$104.81**	
TOTAL LABOR COSTS	$765.00	$3,036.54	$7,959.90	$12,123.81	$3,570.60	$1,652.40	$1,389.96	$992.88	$524.05	$32,015.14
SUBTOTAL										**$32,015.14**

SUMMARY		
TOTAL COSTS FOR GEOTECH ONLY	$	39,937.54
OTHER DIRECT EXPENSES	$	17,306.52
UNIT COSTS	$	7,000.00
GRAND TOTAL	**$**	**64,244.06**

Pape-Dawson Consulting Engineers, LLC
Project: Centerpoint Rd PS&E (Phase 1)
CR 266 (Old Bastrop Rd) to 375' North of Gypsy Cove

Attachment D
Fee Schedule
Hays Co.

Sub Provider: Raba Kistner, Inc.

OTHER DIRECT EXPENSES	UNIT	RATE	Quantity	Total
GEOTECHNICAL SERVICES				
Mobilization of Drill Rig (Min Charge)	l.s.	$600.00	2	$ 1,200.00
Drilling & Sampling (Cohesive/Granular Soils)	l.f.	$24.40	90	$ 2,196.00
Bentonite Backfill	per foot	$32.88	90	$ 2,959.20
Driller Standby/Cleanup	hrs.	$284.33	6	$ 1,705.97
Pavement Core/Patch ($93.05 + $79.38 = 172.43)	hrs.	$172.43	6	$ 1,034.58
LABORATORY TESTS				
Atterberg Limits	ea.	$125.84	12	$ 1,510.08
Moisture Content (at 5 ft intervals)	ea.	$16.65	36	$ 599.40
Minus 200-mesh Sieve	ea.	$70.75	6	$ 424.50
Sieve Analysis	ea.	$120.04	6	$ 720.24
Lime Series (Tex-121-E Part III)	ea.	$452.33	1	$ 452.33
Sulfate Testing	ea.	$125.12	6	$ 750.72
Organics	ea.	$125.12	6	$ 750.72
Moisture Density Relationship (Tex-114-E)	ea.	$350.45	1	$ 350.45
Lime Series Curve	ea.	$452.33	1	$ 452.33
Texas Triaxial	ea.	$2,200.00	1	$ 2,200.00
TOTAL OTHER DIRECT EXPENSES				**$ 17,306.52**

Pape-Dawson Consulting Engineers, LLC
Project: Centerpoint Rd PS&E (Phase 1)
CR 266 (Old Bastrop Rd) to 375' North of Gypsy Cove

Attachment D
Fee Schedule
Hays Co.

Sub Provider: Raba Kistner, Inc.

UNIT COSTS	UNIT	RATE	Quantity	Total
GEOTECHNICAL SERVICES				
Traffic Control (Full Day Lane Closure) (Estimated rate shown, will be at cost)	day	$3,500.00	2	$ 7,000.00
TOTAL UNIT COSTS				**$ 7,000.00**

Pape-Dawson Consulting Engineers, LLC
Project: Centerpoint Rd PS&E (Phase 2)
375' North of Gypsy Cove to Beback Inn Rd

Attachment D
Fee Schedule
Hays Co.

Sub Provider: The Rios Group, Inc.

TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Engineering Tech	CADD Operator	SUE Field Manager	Admin / Clerical	TOTAL LABOR HRS. & COSTS
TASK 5 - SUBSURFACE UTILITY ENGINEERING								
Utility Engineering Investigation								0
QLB SUE Processing and QA/QC	2	2	4	4	8	4	2	26
ROW Permit Cordination	1			1		4	2	8
Meetings, Invoicing and reports	2	1	2	1			2	8
								0
HOURS SUB-TOTALS	5	3	6	6	8	8	6	42
CONTRACT RATE PER HOUR	**$235.14**	**$260.23**	**$206.93**	**$120.71**	**$90.92**	**$109.73**	**$100.33**	
TOTAL LABOR COSTS	$1,175.70	$780.69	$1,241.58	$724.26	$727.36	$877.84	$601.98	$6,129.41
SUBTOTAL								**$6,129.41**

SUMMARY		
TOTAL COSTS FOR SUE ONLY	$	6,129.41
OTHER DIRECT EXPENSES	$	2,300.00
UNIT COSTS	$	18,626.00
GRAND TOTAL	**$**	**27,055.41**

Pape-Dawson Consulting Engineers, LLC
Project: Centerpoint Rd PS&E (Phase 2)
375' North of Gypsy Cove to Beback Inn Rd

Attachment D
Fee Schedule
Hays Co.

Sub Provider: The Rios Group, Inc.

OTHER DIRECT EXPENSES	UNIT	RATE	Quantity	Total
Travel				
Traffic Control Standard	day	$ 550.00	1	$ 550.00
Traffic Control (Permit required TMA)	day	$ 1,750.00	1	$ 1,750.00
TOTAL OTHER DIRECT EXPENSES				**$ 2,300.00**

UNIT COSTS	UNIT	RATE	Quantity	Total
SUBSURFACE UTILITY ENGINEERING				
SUE QL-D Utility Records Research/Mapping	LF	$0.60	7500	$ 4,500.00
SUE QL-C Pole Inventory Survey	LF	$0.75	5000	$ 3,750.00
SUE QL-A Test Holes				
5 to 8 feet deep	Each	$1,680.00	4	$ 6,720.00
Two (2) Designating Person with equipment	Hour	$262.00	8	$ 2,096.00
Coring	Each	$390.00	4	$ 1,560.00
TOTAL UNIT COSTS				**$ 18,626.00**

AGENDA ITEM REQUEST FORM: I. 10.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Aaron Jones, Transportation Director

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to approve the selection of Surveying and Mapping, LLC (SAM) to provide utility coordination services for the High Road project in Precinct 1; and authorize staff and counsel to negotiate a contract.
INGALSBE/A.JONES

Summary:

The attached vendor selection form has been prepared for Surveying and Mapping, LLC (SAM) to provide utility coordination services for the High Road project. Commissioners Court action on October 28, 2025. Item J.19, amended the Interim Selection Process for any proposed contracts related to Professional Engineering Services, Utility Coordination Services, Construction, Engineering and Inspection Services, and Surveying Services. A contract will be brought back to court for approval and execution.

Fiscal Impact:

Amount Requested: TBD
Line Item Number: 036-801-96-530.5623_700

Budget Office:

Source of Funds: 2025 Certificates of Obligation
Budget Amendment Required Y/N?: No
Comments: Budget amendment to be determined when the contract is negotiated.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Interim selection process approved by Commissioners Court on 10.28.25

Auditor's Office

G/L Account Validated Y/N?: Yes, Utility Relocation Capital Outlay
New Revenue Y/N?: N/A
Comments:

Attachments

High Road-SAM-Vendor Selection Form

Docusign Envelope ID: 76C3B9E6-5368-8409-816C-B4CCEB332AE7

VENDOR SELECTION FORM

Hays County Department Heads, and Elected Officials are required to complete the Vendor Selection Form to ensure the most qualified firm is selected for the job required. Once a firm is selected and approved by Commissioners Court, the Department Head or Elected Official may begin contract negotiations. These negotiations should be conducted with the assistance of the Hays County Purchasing Agent, the Civil Division of the Criminal District Attorney's Office, and any other stakeholders deemed necessary to finalize the contract.

PLEASE NOTE: This form MUST be completed in full and attached to the agenda item when requesting selection of a firm providing the following services: engineering; construction, engineering, & inspection; land surveying; and utility coordination.

Project Information			
Project Name:	High Road	Precinct Number:	1
Prepared By:	Justin Midura	Commissioner:	Commissioner Ingalsbe
Project Scope of Work: The proposed High Road project is a four-lane divided roadway with shoulders and asphalt pavement from Bebee Road/Goforth Road/High Road intersection to SH 21. The project anticipates cross-culverts and roadside ditches. Project scope for this consultant selection is utility coordination services.			

Background Information				
Company Name Surveying And Mapping, LLC (SAM)		Type of Company Limited Liability Corporation	Type of Work Performed Surveying, UC/UE, mapping, inspection services	
Street Address 4801 Southwest Parkway, Building Two, Suite 100		Phone Number 214-635-0313	Year Established 1994	
City/State/Zip Austin, TX 78735		Principal Contact Kyle Currey	Email Address KCurrey@sam.biz	
Qualified Minority Business? **N/A** ☐ MBE ☐ WBE ☐ DBE		D&B # 86-720-3556	Firm's License # 10064300	
Discipline/s:				
☐ Right-Of-Way	☐ Engineering	☐ CE&I	☐ Grant Writing	☐ Other
☒ Utility Coordination	☐ Project Management	☐ Land Surveying	☐ Right-of-Way	
Has the company ever defaulted, failed to complete, or had a contract terminated? ☐ yes ☒ no		If yes, explain:		

Docusign Envelope ID: 76C3B9E6-5368-8409-816C-B4CCEB332AE7

Has the company ever gone through bankruptcy or reorganization? ☐ yes ☒ no	If yes, explain:

Experience			
Recent Projects Completed (3): #1 being the largest job completed in the last 3 years			
Information Requested	Job #1	Job #2	Job #3
• Name of Job	TxDOT Bryan District Comprehensive Engineering Consultant (CEC)	FM 971	US 77 – SH 71 to Colorado River
• Owner Name	JMT	TxDOT Austin District	American StructurePoint
• Duration	Mar 2024 through Jul 2025	Oct 2023 through Nov 2024	May 2024 through Jan 2025
• Contract Value	$371,897.65 (UC Task Only)	$72,213.61 (UC Task Only)	$35,742.64 (UC Task Only)
• Provide Brief overview of the project and scope of services provided by Firm.	Utility Coordination efforts on the TxDOT Bryan District CEC contract, which was used to obtain engineering services for various projects and needs around the Bryan District, which includes Brazos, Burleson, Freestone, Grimes, Leon, Madison, Milam, Robertson, Walker, and Washington Counties. Scope of services included early utility conflict analysis and identification, utility and stakeholder coordination, utility relocation design review, utility agreement compilation and review, and utility relocation construction monitoring and verification efforts.	Utility coordination was performed for the construction of FM 971 from CR 333 to CR 334 in Williamson County, TX. The project involved rehabilitation of the existing roadway, including the addition of shoulders, metal beam guard fence (MBGF), culvert extensions, pavement markings and signing, storm sewer improvements, and pedestrian elements. The utility coordination scope included managing communication and coordination between utility companies and TxDOT, as well as supporting design efforts for water line relocations. Regular coordination meetings were conducted to ensure all utility conflicts were identified, tracked, and resolved in advance of the project let date. A total of 86 utility conflicts were identified within the project limits, all of which were successfully resolved prior to the project letting.	Utility coordination was performed for the rehabilitation of existing US 77 from SH 71 to 0.02 miles north of FM 155 in Fayette County, Texas. The utility coordination scope included early conflict analysis and identification, coordination with utility owners and stakeholders, and review of utility relocation designs. Approximately 150 utility conflicts were identified within the project limits. The majority of conflicts were resolved prior to the project letting, with one utility remaining outstanding. A key challenge involved coordinating the relocation of a CenterPoint gas line that ran longitudinally within the existing US 77 pavement limits that did not comply with Utility Accommodation Rules (UAR). The SAM team assisted in developing a simple Construction Management Plan, which was later utilized by the contractor during construction.

Staffing			
President/Principal-in-Charge	Kyle Currey	Years of Experience	29
Proposed Project Manager	Gerardo Urbina	Years of Experience	13
Proposed Engineer	Christina Preas, PE	Years of Experience	16
Proposed Surveyor	Scott Brashear, RPLS	Years of Experience	16
Quality Assurance Certification	N/A – ISO 9001.2015 compliant	Current Active Projects	15
No. of Employees	24	Current Work Backlog	15

Docusign Envelope ID: 76C3B9E6-5368-8409-816C-B4CCEB332AE7

Brief Project Methodology Approach:
SAM has completed extensive utility coordination projects throughout central Texas. The consultant has past familiarity working with Hays County, TxDOT, and other local governments on UC projects and has established relationships with utility companies to maintain project schedules by facilitating utility relocation prior to Letting. SAM's proposed project manager has over 13 years of UC experience.

Signatures:	
Commissioner Signature:	Signed by: Commissioner Debbie Ingalsbe D872E3CE1B5E45B...
Date:	4/28/2026

Additional Signature:	Signed by: Aaron C Jones 834AFE4F4F3B4F9...
Date:	4/27/2026

Additional Signature:	DocuSigned by: Carlos A. Lopez, P.E. AB5268AB82D4492...
Date:	4/27/2026

AGENDA ITEM REQUEST FORM: I. 11.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Aaron Jones - Transportation Director

Sponsor: Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the execution of a Contract for Engineering Services (2026-PSA-64) between Hays County and Quiddity Engineering, LLC. to provide Utility Coordination services for the Sawyer Ranch Road Pedestrian Walkway project in Precinct 4. **SMITH/A.JONES**

Summary:

Quiddity Engineering, LLC. has been selected by Hays County for Utility Coordination services on the Sawyer Ranch Road Pedestrian Walkway project on Commissioners Court, November 18, 2025, Item I. No.37. The Professional Services Agreement includes a compensation cap of $167,169.48. The process to initially select a consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal follows the process set forth in the Hays County Interim Selection Process amended October 28, 2025, Item J.19.

Chapter 176 Conflict: Commissioner Pct 2, Dr. Michelle Cohen
Related party Disclosure: Commissioner Pct. 2, Dr. Michelle Cohen - Step-father works for Quiddity as a QA/QC Specialist

Fiscal Impact:

Amount Requested: $167,169.48
Line Item Number: 036-804-96-861.5623_700

Budget Office:

Source of Funds: 2025 Certificates of Obligation
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Interim Selection process approved by Commissioner Court on 10.28.25. CC approval of selection 11.18.25 Texas Government Code, Chapter 2254

Auditor's Office:

G/L Account Validated Y/N?: Yes, Utility Relocation Capital Outlay
New Revenue Y/N?: N/A
Comments:

Attachments

2026-PSA-64

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES
2026-PSA-64

FIRM: **Quiddity Engineering, LLC ("Engineer")**
ADDRESS: **6630 West Loop South, STE 150, Bellaire, Texas 77401**
PROJECT: **Sawyer Rand Rd (Pedestrian Walkway) Utility Coordination ("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 pursuant to the interim selection process adopted at Commissioners Court on October 28, 2025, Item J.19 and Texas Government Code Chapter 2254.

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 Roadway Design Manual, 2024
C. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2024 (English units)
D. National Environmental Policy Act (NEPA)
E. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
F. Americans with Disabilities Act (ADA) Regulations
G. U.S. Army Corps Regulations
H. International Building Code, current edition as updated
I. Hays County Design Criteria & Project Development Manual, latest edition
J. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
K. Hays County Protocol for Sustainable Roadsides, latest edition
L. TxDOT Bridge Design Manual - LRFD, latest edition
M. 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 at least thirty (30) days prior to the Work Authorizations or any Supplemental Work Authorizations term date, if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work

Authorization and 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 received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **One hundred sixty-seven thousand, one hundred sixty-nine dollars and 48 cents Dollars ($167,169.48)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Program Manager, as identified herein-below, 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 provide the following documentation through the County's Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) certified invoice to the County; and
(2) One (1) complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit D – Rate Schedule as part of this Contract; and
(3) Copies of all invoices for non-labor and Subcontract services.

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package 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 a complete Invoice Package**, 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. **Failure to submit a Complete Invoice Package may delay payments.** 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 invoice. 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. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted 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 received an executed Work

Authorization, which serves as the County's written notice 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:

Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative (Name, Firm, Firm's Address) for purposes of this Contract is as follows:

Quiddity Engineering, LLC
Attn: Jeff Moeller, PE – Vice President
2967 Oak Run Parkway, Ste 215
New Braunfels, TX 78132

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, changes to the approved rates set forth in **Exhibit D,** 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, upon not less than thirty (30) days' written notice to the Engineer.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time.

Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES,

JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE 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.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

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. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage $1,000,000.00 each accident..
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any Engineering Services, Engineer shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article The initial Certificate of Insurance is evidenced as **Exhibit F** herein

entitled "Certificate of Insurance". 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.

C. Additional Insureds; Waiver of Subrogation. "Hays County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Hays County, Texas, 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.

D. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) 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, and by email to:

   Hays County Purchasing
   c/o: Stephanie Hunt
   712 S. Stagecoach Trail, Suite 1012
   San Marcos, Texas 78666
   Email: purchasing@hayscountytx.gov

   Hays County Auditor
   c/o: Marisol Alonzo
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666
   Email: marisol.alonzo@hayscountytx.gov

   With copy to: HNTB Corporation
   Attn: Carlos A. Lopez, P.E.
   200 W 6th Street, Suite 2400
   Austin, Texas 78701
   Email: HaysCoInvoice@HNTB.com

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.

E. Notices by Engineer. 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.**

F. 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 $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

G. 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.

H. 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.

I. 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. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

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.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer.

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 workspace in order to conduct audits in

compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

With copy to: HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

and to: Criminal District Attorney's Office, Civil Division
Attn: Jordan Powell
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Hays County Purchasing
Attn: Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666

Engineer: **Quiddity Engineering, LLC**
Attn: Chief Operating Officer
6330 West Loop South, Ste 150
Bellaire, Texas 77401

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein.

Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer

understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____

ENGINEER

Quiddity Engineering, LLC

By: _____

Printed Name: Jeff Moeller, PE

Title: Vice President

Date: 4/23/26

APPROVED
By Carlos Lopez at 7:53 pm, Apr 27, 2026

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** County Forms

- Code of Ethics for Hays County
- Hays County Practices Related to Historically Underutilized Business (HUB)
- Hays County House Bill 89 verification
- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
- Debarment and Licensing Certification
- Vendor/Bidder's Affirmation
- Conflict of Interest Disclosure & Questionnaire Form CIQ
- Related Party Disclosure Form
- Federal Affirmations and Solicitation Acceptance (*REDACTED*)
- System For Award Management SAM.gov (*REDACTED*)
- Form 1295 Certificate of Interested Parties

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
COUNTY FORMS

ATTACHED BEHIND THIS PAGE

Contract Documents Checklist

X	1.	Certificate of Interested Party: Form 1295
X	2.	Conflict of Interest Disclosure & Questionnaire
X	3.	Code of Ethics
X	4.	HUB Practices
X	5.	House Bill 89 Verification
X	6.	Comptroller Divestment Statute Certificate & Purchasing Certification

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Prohibition of Discrimination against Firearm Companies or Firearm Trade Org. Certification (TGC 2274.002)

X	7.	Debarment & Licensing Certification
X	8.	Vendor/Bidder's Affirmation
X	9.	Federal Affirmations and Solicitation Acceptance
X	10.	Related Party Disclosure Form
X	11.	System for Award Management (www.SAM.gov) Printout
X	12.	Insurance

Certificate of Interested Parties
Firms will be required to fill this form out if a contract is executed.

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016.

- Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least $1 million.
- In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above or have any questions, please contact Purchasing at 512-393-2267.

Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict-of-Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Quiddity Engineering, LLC

2

Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Commissioner Michelle Cohen

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

Quiddity Engineering, LLC provides Professional Consulting Services, including engineering and surveying. Commissioner Michelle Cohen's father, Jesse Pena, has been working for Quiddity Engineering, LLC for just over 6 years as a QA/QC Specialist.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes **X** No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No **X**

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6

Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Jeff Moeller, PE		April 1, 2026
Name of signatory	Signature	Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes awarethat:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with thevendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmentalentity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity;or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Code of Ethics for Hays County

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

Signature: _____

Print Name & Title: **Jeff Moeller, PE - Vice President**

Company Name: **Quiddity Engineering, LLC**

Date: **April 1, 2026**

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:

Print Name & Title: **Jeff Moeller, PE - Vice President**

Company Name: **Quiddity Engineering, LLC**

Date: **April 1, 2026**

Hays County House Bill 89 Verification

I, **Jeff Moeller, PE** (Person name), the undersigned representative of **Quiddity Engineering, LLC** (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.*

Jeff Moeller
Signature of Company Representative

April 1, 2026
Date

On this 1st day of April, 2026, personally appeared JEFF MOELLER, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Pamela D. Madrigal
Notary Public in and for the State of Texas

Pamela D Madrigal
My Commission Expires
5/30/2028
Notary ID134923216

5/30/2028
Date

Comptroller Divestment Statute Certification

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Quiddity Engineering, LLC	**April 1, 2026**
Company Name	Date
Jeff Moeller, PE	
Print Name of Company Representative	Signature of Company Representative

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the 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 organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

Quiddity Engineering, LLC	**April 1, 2026**
Company Name	Date
Jeff Moeller, PE	
Print Name of Company Representative	Signature of Company Representative

---

Exclusion from Chapter 2271 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

Quiddity Engineering, LLC	**April 1, 2026**
Company Name	Date
Jeff Moeller, PE	
Print Name of Company Representative	Signature of Company Representative

---

Exclusion from Chapter 2274 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:

By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

Quiddity Engineering, LLC	**April 1, 2026**
Company Name	Date
Jeff Moeller, PE	
Print Name of Company Representative	Signature of Company Representative

---

Exclusion from Chapter 2274.002 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Certification Check Performed by Hays County Purchasing

Quiddity Engineering, LLC 2026-PSA-64
Company Name

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, certifies that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the following Statute Lists:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
  Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Israel Boycott Certification (TGC 2271.002)
  Pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Energy Company Boycott Certification (TGC 2274)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt
Print Name of Hays County Purchasing Representative

Stephanie Hunt
Signature of Hays County Purchasing Representative

5.6.26 Vender Selection CC Approval 11.18.2025
Date ~~IFB/RFP/RFQ Number~~

Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Quiddity Engineering, LLC
Name of Firm

Signature of Certifying Official

Vice President
Title of Certifying Official

Jeff Moeller, PE
Printed Name of Certifying Official

April 1, 2026
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by JEFF MOELLER on this the 1st day of April, 2026, on behalf of said Firm.

Pamela D. Madrigal
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

Pamela D Madrigal
My Commission Expires
5/30/2028
Notary ID134923216

My commission expires: 5/30/2028

Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute a 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 any Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

   ___X___ Does not own taxable property in Hays County, or;

   ___X___ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Quiddity Engineering, LLC
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

_____

Signature of Company Official Authorizing Bid/Offer

Jeff Moeller, PE
Printed Name

Vice President
Title

jmoeller@quiddity.com
Email Address

830-203-6630
Phone

Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above[1] (Complete Section C) If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name Title

Section B: Former Hays County Employee

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Dr. Michelle Cohen	**County Commissioner**	
Hays Employee/Former Hays Employee Name	Title	
Jesse Pena	**QA/QC Specialist**	**Parent**
Name of Person Related	Title	Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Quiddity Engineering, LLC

Name of Vendor

Signature of Certifying Official

Vice President

Title of Certifying Official

Jeff Moeller, PE

Printed Name of Certifying Official

April 1, 2026

Date

(1)A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a share hold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

System For Award Management
(SAM.gov)

Respondent and its Principals may not be debarred or suspended nor otherwise have an exclusion record created in the System for Award Management (SAM) website. Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

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:
2026-1442244

Date Filed:
04/02/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Quiddity Engineering, LLC
Bellaire, 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.
2026-PSA 64
Providing engineering services to assist Hays County in Utility Coordination for Sawyer Ranch Rd (Pedestrian Walkway) from Meadow Creek Dr to Sawyer Ranch Roundabout.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Black, Clayton	Bellaire, TX United States	X	
Krahn, Kevin	Bellaire, TX United States	X	
Crow, Conlin Drew	Bellaire, TX United States	X	
Willis, Darren	Katy, TX United States	X	
Reeves, Terry	BELLAIRE, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jeff D. Moeller, and my date of birth is 01/28/1961.

My address is 2967 Oak Run Parkway, Suite 215, New Braunfels (city), TX (state), 78132 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Comal County, State of Texas, on the 2 day of April (month), 20 26 (year).

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT B
ENGINEERING SERVICES

UTILITY COORDINATION FOR Sawyer Ranch Rd (Pedestrian Walkway)

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

- PROJECT MANAGEMENT AND COORDINATION
- UTILITY PLANNING & RESEARCH
- SUBSURFACE UTILITY ENGINEERING (SUE)
- FIELD SURVEYING
- UTILITY ADJUSTMENT COORDINATION
- UTILITY ENGINEERING & DESIGN
- UTILITY CONSTRUCTION MANAGEMENT AND VERIFICATION

EXHIBIT C
WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued on Next Page

EXECUTED this day of _____.

ENGINEER:

Quiddity Engineering, LLC

By:_____
Signature

_____
Printed Name

_____
Title

_____
Date

COUNTY:

Hays County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D
RATE SCHEDULE

Travel Expenses will be reimbursed based on the following guidelines:

- *Reimbursement requests must include receipts, invoices and other documentation for all submittals;*
- *Automobile mileage reimbursement for project related travel will be reimbursed at the IRS rate for each mile. A travel log documenting the date, location of travel to/from, number of miles traveled, and purpose of trip should be provided as back-up;*
    - *Mileage should be submitted on the basis of the most commonly/efficient used route*
    - *Reimbursement for mileage shall not exceed the cost of a round-trip coach airfare.*
- *Meals will be reimbursed when traveling more than 45 miles with a maximum amount for meals as indicated below. Alcoholic beverages and tips are not reimbursable.*
    - *Morning Meal $16.00*
    - *Noon Meal $19.00*
    - *Evening Meal $28.00*

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. To the extent Engineer requests a rate adjustment, CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and 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 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.

Quiddity Engineering, LLC	
DESIGN	
CLASSIFICATIONS	**RATE PER HOUR**
Professional Engineer V (Project Manager)	$ 295.00
Professional Engineer IV	$ 275.00
Professional Engineer III	$ 234.00
Professional Engineer II	$ 204.00
Professional Engineer I	$ 177.00
Graduate Engineer II	$ 165.00
Graduate Engineer I	$ 135.00
CAD Operator I	$ 100.00
CAD Operator III	$ 130.00
Designer II	$ 165.00
GIS I	$ 105.00
GIS II	$ 140.00
Electrical Graduate Engineer II	$ 175.00
Electrical Professional Engineer III	$ 260.00
Electrical Professional Engineer IV	$ 290.00
Engineer's Assistant I	$ 85.00
Admin II	$ 105.00
Admin III	$ 135.00
Accountant	$ 145.00
Survey Manager	$ 265.00
Registered Professional Land Surveyor	$ 225.00
Project Surveyor I	$ 125.00
Survey Technician II	$ 120.00
2-Person Field Crew	$ 210.00
3-Person Field Crew	$ 255.00
Structural Graduate Engineer I	$ 140.00
Structural Graduate Engineer II	$ 170.00
Structural Professional Engineer I	$ 200.00
Structural Professional Engineer II	$ 225.00
Structural Professional Engineer III	$ 255.00
Structural Professional Engineer IV	$ 280.00
Structural Professional Engineer V	$ 300.00
Senior Structural Designer	$ 205.00
Senior Env PM II	$ 240.00
Env Project Manager II	$ 185.00
Env Scientist III	$ 100.00
Env Scientist II	$ 90.00
Env Scientist I	$ 85.00
QAQC Specialist III	$ 195.00

Quiddity Engineering, LLC
DESIGN

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. To the extent Engineer requests a rate adjustment, CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and 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 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.

DIRECT EXPENSES		Unit
Mileage	Current Federal Rate	per mile
Postage	Current Postal Rate	
Overnight Mail- letter size	Current Postal Rate	
Overnight Mail – oversized box	Current Postal Rate	
Outsourced Printing	Actual Cost	
Courrier Services	Actual Cost	
Parking Fees	Actual Cost	
Highway Toll Charges	Actual Cost	
Cardstock Color	Actual Cost	each
Photocopies B/W (11" x 17")	Actual Cost	each
Photocopies B/W (8 1/2" x 11")	Actual Cost	each
Photocopies Color (11' X 17')	Actual Cost	each
Photocopies Color (8 1/2" x 11")	Actual Cost	each
Plots (B/W on Bond)	Actual Cost	per sq. ft.
Plots (Color on Bond)	Actual Cost	per sq. ft.
Plots (Color on Photographic Paper)	Actual Cost	per sq. ft.
GPS	$40.00	per day
Terrestrial Scanner	$100.00	per hour

The Rios Group, Inc SUE Services	
CLASSIFICATIONS	**RATE PER HOUR**
Project Manager	$ 235.14
Senior Engineer	$ 260.23
Project Engineer	$ 206.93
Utilities Engineer	$ 173.35
Engineer-in-Training	$ 120.99
Engineer Technician	$ 120.71
Engineer Technician - Junior	$ 94.06
Senior CADD Operator	$ 116.00
CADD Operator	$ 90.92
Junior CADD Operator	$ 68.98
SUE Manager	$ 142.65
SUE Field Manager	$ 109.73
Senior Utilities Coordinator	$ 203.79
Utilities Coordinator	$ 137.95
Engineering Specialist (Utility)	$ 81.52
Admin/Clerical	$ 100.33

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and 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 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.

The Rios Group, Inc SUE Services		
DIRECT EXPENSES		**Unit**
Mileage	Current Federal Rate	per mile
Postage	Current Postal Rate	
Overnight Mail- letter size	Current Postal Rate	
Overnight Mail – oversized box	Current Postal Rate	
Outsourced Printing	Actual Cost	
Courrier Services	Actual Cost	
Parking Fees	Actual Cost	
Highway Toll Charges	Actual Cost	
Cardstock Color	Actual Cost	each
Photocopies B/W (11" x 17")	Actual Cost	each
Photocopies B/W (8 1/2" x 11")	Actual Cost	each
Photocopies Color (11' X 17')	Actual Cost	each
Photocopies Color (8 1/2" x 11")	Actual Cost	each
Plots (B/W on Bond)	Actual Cost	per sq. ft.
Plots (Color on Bond)	Actual Cost	per sq. ft.
Plots (Color on Photographic Paper)	Actual Cost	per sq. ft.
Utility Designation/ Investigation/ Mapping Services Unit Prices		
Price includes all associated costs including but not limited to designation, engineering, survey, CADD and traffic control. 1,000 linear foot minimum, otherwise hourly rates for designating crew are used.	$1.85	per LF
Subsurface Utility Location (Test Hole) Services Unit Prices		
Price includes all associated costs including but not limited to vacuum excavation, engineering, CADD and limited traffic control. Traffic control plans and signs/ barricades are separate. Assumes benchmark provided, standard workweek.		
0 feet to 5 feet	$1,380.00	per test hole
Over 5 feet to 8 feet	$1,680.00	per test hole
Over 8 feet to 13 feet	$2,100.00	per test hole
Over 13 feet to 20 feet	$2,700.00	per test hole
Over 20 feet	$3,200.00	per test hole
Pavement Coring	$390.00	per test hole
Note: Depth will be determined from surface to the bottom of the utility.		
Miscellaneous Expenses Unit Prices		
Utility designating services, without mapping:	$1.26	per LF
Quality Level C/D SUE	$0.75	per LF

The Rios Group, Inc SUE Services		
Required Permit Fees:	at cost	
Designed Traffic Control Plan	at cost	
Traffic Control: Lane Closures, Detours, Flagging:	at cost	
Special select backfill/pavement restoration:	at cost	
Reproducibles beyond normal requirements:	at cost	
Other SUE related activities:	at cost	
Hourly Field Crew Rates		
FIELD PERSONNEL HOURLY SERVICE:		
One Designating Person w/ Equipment	$168.00	per hour
Two Person Designating Crew w/ Equipment	$262.00	per hour
Three Person Locating Crew w/ Excavation Vehicle	$385.00	per hour

EXHIBIT E
CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Insurance and Liability

During the period of the contract (Professional Service Agreement), contractor shall maintain at his expense, insurance with limits not less than those prescribed below.

With respect to required insurance, Contractor shall;

- Name County as additional insured as its interests may appear.
- Provide County a waiver of subrogation.
- Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
- Provide the County Purchasing Agent at the address shown under Insurance of the contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after contract execution. Also, please assure your certificate contains the contract number as indicated on the Contract (Professional Service Agreement) when issued by Hays County.
- Submit an original certificate of insurance reflecting coverage as follows:

Business Automobile Liability:	
Bodily Injury (Each person)	$250,000.00
Bodily Injury (Each accident)	$500,000.00
Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
Bodily Injury (Each accident)	$1,000,000.00
Property Damage	$ 100,000.00
Medical Expenses	$ 10,000.00
Personal & Advertising Injury	$1,000,000.00
General Aggregate	$2,000,000.00
Products – Completed Operations Aggregate	$2,000,000.00

Excess Liability:	
Umbrella Form	Not Required

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements, and the following
Employers Liability – Each Accident	$1,000,000.00
Employers Liability – Each Employee	$1,000,000.00
Employers Liability – Policy Limit	$1,000,000.00

QUIDDITY

2967 Oak Run Parkway, Suite 215
New Braunfels, Texas 78132
Tel: 830-203.6630
www.quiddity.com

January 27, 2026

Mr. Darren McDaniel, PE, PMP
Sr. Project Manager – HNTB Sent Via email to: dvmcdaniel@hntb.com

RE: Sawyer Ranch Utility Coordination - Quiddity Engineering's Insurance Deductible Declaration for Hays County

Darren,

Per Article 25, Item F, of the PSA, this letter is intended to serve as our declaration noting Quiddity Engineering's insurance deductible is $500,000, exceeding the amount noted in the PSA. Attached to this letter is our Certificate of Liability Insurance for the County's review. Note that the insurance limits equal or exceed those requested in the PSA.

We respectfully request Hays County's review of this information. If you have any questions, or need additional information, please call my cell at 210.273-1547 or email me at jmoeller@quiddity.com

Thank you for your consideration,

Jeff Moeller, PE
Vice President

CC: Mr. Carlos Lopez – HNTB
Ms. Linda Cox – Quiddity Engineering

Attachment: Certificate of Liability Insurance (2 pages)

Client#: 170408 QUIDDENG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/27/2026

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: Rachel Townsend
USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS: rachel.townsend@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Continental Insurance Company	35289
INSURER C : Lexington Insurance Company	19437
INSURER D : National Fire Insurance Co. of Hartford	20478
INSURER E :	
INSURER F :	

INSURED
Quiddity Engineering, LLC
6330 West Loop South, Suite 150
Bellaire, TX 77401

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			7011568206	11/01/2025	11/01/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			7011568223	11/01/2025	11/01/2026	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			7011568187	11/01/2025	11/01/2026	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			7011568190	11/01/2025	11/01/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liability			031711133	11/01/2025	11/01/2026	$5,000,000 per claim $10,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insureds: Quiddity Engineering LLC DBA Jones & Carter Inc.

The General Liability and Automobile Liability policies includes an automatic Additional Insured endorsement that provides Additional Insured status only when there is a written contract that requires, such status, and only with regard to work performed on behalf of the named insured.
(See Attached Descriptions)

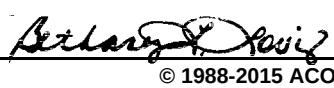
CERTIFICATE HOLDER

Hays County
712 S Stagecoach Trail,
Ste 1012
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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DESCRIPTIONS (Continued from Page 1)

The General Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording.

All policies provide a Blanket Waiver of Subrogation when required by written contract.

All policies include an endorsement providing that 30 days notice of cancellation for reasons other than non-payment of premium and 10 days notice of cancellation for nonpayment of premium will be given to the Certificate Holder by the Insurance Carrier.

The Umbrella Liability policy follows form to the underlying General Liability, Auto, and Employers Liability policies.

Project: Sawyer Ranch Rd (Pedestrian Walkway) Utility Coordination, From Meadow Creek Dr to Sawyer Ranch Roundabout, 06804_0014_P, County Contract ID: 2026-PSA 59.

AGENDA ITEM REQUEST FORM: I. 12.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Aaron Jones, Transportation Director

Sponsor: Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the execution of a Contract for Engineering Services (2026-PSA-77) between Hays County and Cobb, Fendley & Associates, Inc. to provide engineering services for the Fitzhugh Road project in Precinct 4. **SMITH/A. JONES**

Summary:

Cobb, Fendley & Associates, Inc. has been selected by Hays County for engineering services on the Fitzhugh Road project on Commissioners Court, March 24, 2026, Item I. No. 2. The Professional Services Agreement includes a compensation cap of $1,464,770.97. The process to initially select a consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal follows the process set forth in the Hays County Interim Selection Process amended October 28, 2025, Item J.19.

There are no Chapter 176 or Related Party Disclosures.

Fiscal Impact:

Amount Requested: $1,464,770.97
Line Item Number: 036-804-96-862.5621_700

Budget Office:

Source of Funds: 2025 Certificates of Obligation
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Intermin selection process approved by Commissioners Court on 10.28.25, Selection was approved by CC on 3.24.26
RFQ 2026-Q02 Professional Engineering Services Pool

Auditor's Office:

G/L Account Validated Y/N?: Yes, Engineering Capital Outlay
New Revenue Y/N?: N/A
Comments:

Attachments

2026-PSA-77

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

Contract No. 2026-PSA-77

FIRM: **Cobb, Fendley & Associates, Inc. ("Engineer")**
ADDRESS: **4424 West Sam Houston Pkwy. N, Suite 600, Houston, TX 77041**
PROJECT: Fitzhugh Road **("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 pursuant to the interim selection process adopted at Commissioners Court on October 28, 2025, Item J.19 and Texas Government Code Chapter 2254.

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 Roadway Design Manual, 2024
C. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2024 (English units)
D. National Environmental Policy Act (NEPA)
E. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
F. Americans with Disabilities Act (ADA) Regulations
G. U.S. Army Corps Regulations
H. International Building Code, current edition as updated
I. Hays County Design Criteria & Project Development Manual, latest edition
J. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
K. Hays County Protocol for Sustainable Roadsides, latest edition
L. TxDOT Bridge Design Manual - LRFD, latest edition
M. 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 at least thirty (30) days prior to the Work Authorizations or any Supplemental Work Authorizations term date, if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work

Authorization and 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 received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **one million four hundred sixty four thousand seven hundred seventy dollars and ninety seven cents Dollars ($1,464,770.97)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Program Manager, as identified herein-below, 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 provide the following documentation through the County's Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) certified invoice to the County; and
(2) One (1) complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit D – Rate Schedule as part of this Contract; and
(3) Copies of all invoices for non-labor and Subcontract services.

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package 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 a complete Invoice Package**, 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. **Failure to submit a Complete Invoice Package may delay payments.** 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 invoice. 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. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted 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 received an executed Work

Authorization, which serves as the County's written notice 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:

Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative (Name, Firm, Firm's Address) for purposes of this Contract is as follows:

Julie Hastings, P.E.
320 Barnes Drive, Suite 106
San Marcos, Texas 78666
512.834.9798

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, changes to the approved rates set forth in **Exhibit D,** 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, upon not less than thirty (30) days' written notice to the Engineer.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time.

Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES,

JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE 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.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

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. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage $1,000,000.00 each accident..
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any Engineering Services, Engineer shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificate of Insurance". 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.

C. Additional Insureds; Waiver of Subrogation. "Hays County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Hays County, Texas, 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.

D. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) 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, and by email to:

   Hays County Purchasing
   c/o: Stephanie Hunt
   712 S. Stagecoach Trail, Suite 1012
   San Marcos, Texas 78666
   Email: purchasing@hayscountytx.gov

   Hays County Auditor
   c/o: Marisol Alonzo
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666
   Email: marisol.alonzo@hayscountytx.gov

   With copy to: HNTB Corporation
   Attn: Carlos A. Lopez, P.E.
   200 W 6th Street, Suite 2400
   Austin, Texas 78701
   Email: HaysCoInvoice@HNTB.com

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.

E. Notices by Engineer. 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.**

F. 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 $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

G. 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.

H. 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.

I. 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. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

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.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer.

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 workspace in order to conduct audits in

compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

With copy to: HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

and to: Criminal District Attorney's Office, Civil Division
Attn: Jordan Powell
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Hays County Purchasing
Attn: Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666

Engineer: **Cobb, Fendley & Assocaites, Inc.**
Attn: Julie Hastings, P.E.
320 Barnes Drive, Suite 106
San Marcos, Texas 78666

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein.

Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer

understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____

ENGINEER

COBB, FENDLEY & ASSOCIATES

By: Julie Hastings

Printed Name: Julie Hastings, P.E.

Title: Vice President

Date: April 23, 2026

APPROVED
By Carlos Lopez at 6:05 pm, Apr 29, 2026

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** County Forms

- Code of Ethics for Hays County
- Hays County Practices Related to Historically Underutilized Business (HUB)
- Hays County House Bill 89 verification
- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
- Debarment and Licensing Certification
- Vendor/Bidder's Affirmation
- Conflict of Interest Disclosure & Questionnaire Form CIQ
- Related Party Disclosure Form
- Federal Affirmations and Solicitation Acceptance (*REDACTED*)
- System For Award Management SAM.gov (*REDACTED*)
- Form 1295 Certificate of Interested Parties

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
COUNTY FORMS

ATTACHED BEHIND THIS PAGE

Contract Documents Checklist

____ 1. Certificate of Interested Party: Form 1295

____ 2. Conflict of Interest Disclosure & Questionnaire

____ 3. Code of Ethics

____ 4. HUB Practices

____ 5. House Bill 89 Verification

____ 6. Comptroller Divestment Statute Certificate & Purchasing Certification

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Prohibition of Discrimination against Firearm Companies or Firearm Trade Org. Certification (TGC 2274.002)

____ 7. Debarment & Licensing Certification

____ 8. Vendor/Bidder's Affirmation

____ 9. Federal Affirmations and Solicitation Acceptance

____ 10. Related Party Disclosure Form

____ 11. System for Award Management (www.SAM.gov) Printout

____ 12. Insurance

Certificate of Interested Parties
Firms will be required to fill this form out if a contract is executed.

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016.

- Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least $1 million.
- In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above or have any questions, please contact Purchasing at 512-393-2267.

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:
2026-1441420

Date Filed:
04/01/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Cobb, Fendley & Associates, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hays County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2026-PSA-77
Fitzhugh Road Corridor Study Preliminary Engineering Report

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Silver, Monica	Houston, TX United States	X	
Warth, Dan	Austin, TX United States	X	
Eastland, Charles	Houston, TX United States	X	
Scurry, Floyd	Houston, TX United States	X	
Ram, Vineeta	Houston, TX United States	X	
Khoury, Sandra	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ami Goudie, and my date of birth is May 7, 1974.

My address is 4424 W Sam Houston Parkway N, Suite 600, Houston (city), Texas (state), 77041 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 1st day of April (month), 20 26 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict-of-Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A - Cobb, Fendley & Associates, Inc.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Hays County, Texas

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No X

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No X

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Julie Hastings, Vice President
Name of signatory

Julie Hastings
Signature

3/31/2026
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes awarethat:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with thevendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmentalentity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity;or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Code of Ethics for Hays County

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

Signature: Julie Hastings

Print Name & Title: Julie Hastings, Vice President

Company Name: Cobb, Fendley & Associates, Inc.

Date: 3/31/2026

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: Julie Hastings

Print Name & Title: Julie Hastings, Vice President

Company Name: Cobb, Fendley & Associates, Inc.

Date: 3/31/2026

Hays County House Bill 89 Verification

I, Julie Hastings (Person name), the undersigned representative of Cobb, Fendley & Associates, Inc. (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

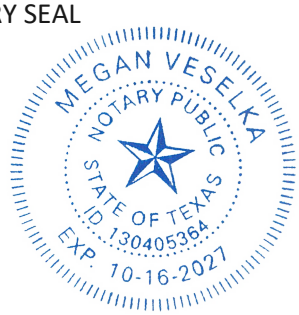
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Julie Hastings
Signature of Company Representative

3/31/2026
Date

On this 31st day of March, 20 26, personally appeared Julie Hastings, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Megan Veselka
Notary Public in and for the State of Texas

3/31/2026
Date

Comptroller Divestment Statute Certification

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Cobb, Fendley & Associates, Inc.	3/31/2026
Company Name	Date
Julie Hastings	Julie Hastings
Print Name of Company Representative	Signature of Company Representative

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the 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 organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

Cobb, Fendley & Associates, Inc.	3/31/2026
Company Name	Date
Julie Hastings	Julie Hastings
Print Name of Company Representative	Signature of Company Representative

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Exclusion from Chapter 2271 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

Cobb, Fendley & Associates, Inc.	3/31/2026
Company Name	Date
Julie Hastings	Julie Hastings
Print Name of Company Representative	Signature of Company Representative

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Exclusion from Chapter 2274 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:

By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

Cobb, Fendley & Associates, Inc.	3/31/2026
Company Name	Date
Julie Hastings	Julie Hastings
Print Name of Company Representative	Signature of Company Representative

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Exclusion from Chapter 2274.002 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Certification Check Performed by Hays County Purchasing

Cobb, Fendley & Associates, Inc. 2026-PSA-77

Company Name

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, certifies that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the following Statute Lists:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
  Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Israel Boycott Certification (TGC 2271.002)
  Pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Energy Company Boycott Certification (TGC 2274)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt

Print Name of Hays County Purchasing Representative

Stephanie Hunt

Signature of Hays County Purchasing Representative

5.6.26 Vendor Selection Approval CC 3.24.26

Date ~~IFB/RFP/RFQ~~ Number

RFQ 2026-002- Professional Engineer Services Pool

Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Cobb, Fendley & Associates, Inc.
Name of Firm

Julie Hastings
Signature of Certifying Official

Vice President
Title of Certifying Official

Julie Hastings
Printed Name of Certifying Official

3/31/2026
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by Julie Hastings on this the 31st day of March, 2026, on behalf of said Firm.

Megan Veselka
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: 10/16/2027

Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute a 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 any Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

   X Does not own taxable property in Hays County, or;

   X Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Cobb, Fendley & Associates, Inc.
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Julie Hastings
Signature of Company Official Authorizing Bid/Offer

Julie Hastings
Printed Name

Vice President
Title

JHastings@cobbfendley.com
Email Address

(512) 834-9798
Phone

Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C) If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name Title

Section B: Former Hays County Employee

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name Title

Name of Person Related Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

To the best of its knowledge, Cobb, Fendley & Associates, Inc. is unaware of any existing relationships with Hays County as defined by the Related Party Disclosure Form.

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Cobb, Fendley & Associates, Inc.

Name of Vendor

Julie Hastings — Vice President

Signature of Certifying Official — Title of Certifying Official

Julie Hastings — 3/31/2026

Printed Name of Certifying Official — Date

(1)A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a share hold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

System For Award Management
(SAM.gov)

Respondent and its Principals may not be debarred or suspended nor otherwise have an exclusion record created in the System for Award Management (SAM) website. Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

EXHIBIT B
ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Fitzhugh Road Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

- PROJECT MANAGEMENT
- ROUTE AND DESIGN STUDIES
- PUBLIC INVOLVEMENT
- TRAFFIC EVALUATION AND PROJECTIONS
- SURVEYING
- RIGHT-OF-WAY (ROW) MAPPING
- SCHEMATIC DEVELOPMENT
- DRAINAGE STUDY
- ENVIRONMENTAL STUDIES & DOCUMENTS
- GEOTECHNICAL SERVICES
- PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)
- BIDDING PHASE SERVICES
- CONSTRUCTION PHASE SERVICES

EXHIBIT C
WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below by execution of both parties.

Continued on Next Page

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Hays County, Texas
By: _____	By: _____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

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

Travel Expenses will be reimbursed based on the following guidelines:

- *Reimbursement requests must include receipts, invoices and other documentation for all submittals;*
- *Automobile mileage reimbursement for project related travel will be reimbursed at the IRS rate for each mile. A travel log documenting the date, location of travel to/from, number of miles traveled, and purpose of trip should be provided as back-up;*
    - *Mileage should be submitted on the basis of the most commonly/efficient used route*
    - *Reimbursement for mileage shall not exceed the cost of a round-trip coach airfare.*
- *Meals will be reimbursed when traveling more than 45 miles with a maximum amount for meals as indicated below. Alcoholic beverages and tips are not reimbursable.*
    - *Morning Meal $16.00*
    - *Noon Meal $19.00*
    - *Evening Meal $28.00*

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. To the extent Engineer requests a rate adjustment, CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and 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 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.

EXHIBIT D

CobbFendley	
CLASSIFICATIONS	**RATE PER HOUR**
Principal	$337.24
Senior Engineer V	$337.24
Project Manager II	$255.49
Senior Engineer II	$281.03
Project Manager V	$320.89
Senior Engineer I	$255.49
Clerical	$93.00
3 Person Survey Crew	$198.26
2 Person Survey Crew	$167.60
Registered Professional Land Surveyor	$203.37
Senior RPLS	$255.49
Right-of-Way Technician	$113.44
ROW Attorney	$180.89
Right-of-Way Agent III	$180.89
Senior ROW Agent/Project Manager I	$203.37
Senior ROW Agent/Project Manager III	$281.03
Right-of-Way Agent II	$158.40
Senior ROW Agent/Project Manager II	$225.85
Right-of-Way Agent I	$124.68
Project Manager I	$203.37
Construction Observer II	$152.27
Construction Observer III	$180.89
Engineer III	$203.37
Construction Manager III	$337.24
Construction Manager I	$216.65
Construction Observer I	$127.75
Construction Manager II	$277.97
Licensed State Land Surveyor	$272.86
Project Manager III	$281.03
Senior Engineer III	$313.74
Graduate Engineer II	$133.88
Senior Project Coordinator	$161.47
Project Coordinator	$111.39
Engineer II	$175.78
4 Person Survey Crew	$221.76
Senior Engineer IV	$320.89
Project Manager IV	$313.74
1 Person Survey Crew	$121.61
Vac Exc Truck w/2 Tech.(Vac 3000&4000)	$342.35
Vac Exc Truck w/2 Tech.(Vac 6000)	$366.88
1 Person Designating Crew	$127.75
2 Person Designating Crew	$198.26

EXHIBIT D

CobbFendley	
CLASSIFICATIONS	**RATE PER HOUR**
Ground Penetrating Radar with 1 Tech.	$302.49
2 Person UAV Drone Crew	$272.86
2 Person Hy-Drone Crew	$395.49
Project Surveyor	$175.78
Administrative	$121.61
Certified Photogrammetrist	$230.96
Technician I	$76.65
Technician II	$104.24
Technician III	$123.66
Senior Technician I	$145.12
Senior Technician II	$167.60
Senior Technician III	$192.13
Engineer I	$154.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and 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 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.

DIRECT EXPENSES - COBBFENDLEY	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost

EXHIBIT D

aci	
ENVIRONMENTAL	
CLASSIFICATIONS	**RATE PER HOUR**
Project Manager I	$177.61
Professional Geologist	$173.37
Sr. Scientist I	$185.13
Sr. Cultural Resources Advisor	$154.28
Scientist III	$154.28
Karst Specialist	$147.52
Principal Investigator	$141.35
Project Manager	$141.35
Scientist II	$141.35
Environmental Compliance Inspector	$140.54
GIS Specialist	$135.76
Scientist I	$128.71
Field Scientist II	$121.60
Project Archeologist II	$115.78

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and 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 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.

DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Banks Environmental Data	$500.00

ARDURRA GROUP, INC.	
DESIGN	
CLASSIFICATIONS	**RATE PER HOUR**
ENGINEERING PRINCIPAL	$300.00
ENGINEERING PROJECT MANAGER III	$265.00
PROJECT ENGINEER IV	$220.00
ENGINEER II	$150.00
DESIGNER II	$160.00
CLERICAL	$90.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. To the extent Engineer requests a rate adjustment, CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and 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 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.

DIRECT EXPENSES		Unit
Mileage	Current Federal Rate	per mile
Postage	Current Postal Rate	
Overnight Mail- letter size	Current Postal Rate	
Overnight Mail – oversized box	Current Postal Rate	
Outsourced Printing	Actual Cost	
Courrier Services	Actual Cost	
Parking Fees	Actual Cost	
Highway Toll Charges	Actual Cost	
Photocopies B/W (11" x 17")	$0.15	each
Photocopies B/W (8 1/2" x 11")	$0.10	each

EXHIBIT D

Arias	
GEOTECHNICAL & MATERIALS TESTING	
CLASSIFICATIONS	**RATE PER HOUR**
Engineer in Training	$125.00
Engineering Technician I	$80.00
Senior Geotechnical Engineer	$195.00
Principal Project Manager	$230.00
Administrative Assistant I	$65.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and 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 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.

DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Support Truck (Arias)	$55.00
Excavation Permits (Estimate)	$700.00
Rig Mobilization, Truck-mounted Rig only	$550.00
Air Compressor	$250.00
Soil Boring	$30.00
Rock Coring	$38.00
Borehole Backfilling	$8.00
Pavement Core and Patch	$100.00
Support Truck (Water Truck)	$200.00
Mobile Operation - Arrow Boards and Attenuator Trucks - Medium Project (Includes Labor, Equipment and Fuel)	$2,500.00
Moisture Content (ASTM D2216)	$20.00
Atterberg Limits (ASTM D4318)	$85.00
Particle Gradation, Including No. 200 sieve (ASTM D422)	$85.00
Unconfined Compressive Strength (rock or soil) (ASTM D7012 or D2166)	$75.00
Pressure Swell (ASTM D4546)	$450.00
pH of Soils (ASTM D4927)	$80.00
Soluble Sulfate (TEX 145-E)	$55.00
California Bearing Ratio (ASTM D1883)	$327.50
Lime Series using pH (ASTM D6276)	$680.00

EXHIBIT D

CONCEPT DEVELOPMENT & PLANNING, LLC PUBLIC INVOLVEMENT	
CLASSIFICATIONS	**RATE PER HOUR**
Principal	$235.05
Public Engagement Director	$183.95
Public Engagement Manager	$163.51
Public Engagement Specialist	$143.07
Public Engagement Coordinator	$122.64

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and 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 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.

DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Photocopies B/W (8.5x11)	$0.10
Photocopies B/W (11 X 17)	$0.20
Photocopies Color (8.5 X 11)	$0.75
Photocopies Color (11 X 17)	$1.00

EXHIBIT D
FEE SCHEDULE

Lockwood, Andrews & Newnam, Inc. Fitzhugh Road (RM12 to County Line) Corridor Study PER	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Principal	$345.03
ROW PM	$267.53
Project Coordinator	$106.96
ROW Agent I	$144.88
ROW Agent II	$176.65
ROW Agent III	$ 206.21
DIRECT EXPENSES	
Printing (cost per page B&W)	$0.054
Printing (cost per page color)	$0.192
Mileage (per mile - IRS Rate)	
Lien Release/Legal Fees	$875.00
Postage (at cost)	
Appraisal (Initial)	$5,000.00
Appraisal Review (Initial)	$2,000.00

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 Hancock Drive, Suite 6, Austin, Texas
Office (512) 451-8591 Fax (512) 451-8791

SURVEYOR RATE SCHEDULE

2026 HAYS COUNTY SURVEYING SERVICES

Field crew rates include all equipment and overhead necessary to perform any survey related task. Office rates include all equipment and overhead necessary to do drafting, office computations, and other related office tasks. Fees and charges include complete insurance coverage, taxes, and benefits.

SERVICE	RATE
Conventional Field Crew Services:	
1 man reconnaissance or data gathering	$ 155.00 per hour
2 man survey crew, with vehicle and data collection	$ 220.00 per hour
3 man survey crew, with vehicle and data collection	$ 280.00 per hour
Fixed Wing Flight crew (Includes pilot and Sensor Operator)	$ 225.00 per hour
Helicopter Flight crew (Includes pilot and Sensor Operator)	$ 225.00 per hour
There is a minimum charge of 4 hours for above field crew services (unless otherwise agreed).	
Office/Professional/Technical Services:	
Project Manager	$ 235.51 per hour
GIS Technician - Senior	$ 107.17 per hour
GIS Technician	$ 92.82 per hour
Abstractor	$ 94.20 per hour
Surveyor (RPLS) - Senior	$ 193.95 per hour
Surveyor (RPLS)	$ 171.78 per hour
Survey Technician (Surveyor-In-Training) - SIT	$ 119.14 per hour
Survey Technician	$ 98.36 per hour
Certified Photogrammetrist	$ 116.37 per hour
Aerial Mapping Technician	$ 94.03 per hour
Aerial Processing Technician	$ 91.35 per hour
LiDAR Task Lead	$ 138.53 per hour
LiDAR Mapping Technician (Aerial)	$ 99.74 per hour
LiDAR Office Technician (Aerial)	$ 99.74 per hour
LiDAR Processing Technician (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	$ 99.74 per hour
Mapping Editor (includes QA/QC, Finishing & Finalization)	$ 110.83 per hour
Orthophoto Specialist	$ 91.35 per hour
Survey Field Crew Coordinator	$ 94.20 per hour
Project Coordinator (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	$ 132.99 per hour
Administrative/ Clerical	$ 94.20 per hour
Specialized Equipment:	
ATV (All-Terrain Vehicle)	$ 85.00 per day
Additional Survey Vehicle	$ 100.00 per day
LiDAR Terrestrial Scanner	$ 100.00 per day
UAV (Drone) Aerial Mapper	$ 5,000.00 per day
Mobile Mapper	$ 9,000.00 per day

Direct Expenses:

Hotel and Meals will be billed per Exhibit D rate schedule of the master contract and Hays Travel Policy.

EXHIBIT E
CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Insurance and Liability

During the period of the contract (Professional Service Agreement), contractor shall maintain at his expense, insurance with limits not less than those prescribed below.

With respect to required insurance, Contractor shall;

- Name County as additional insured as its interests may appear.
- Provide County a waiver of subrogation.
- Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
- Provide the County Purchasing Agent at the address shown under Insurance of the contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after contract execution. Also, please assure your certificate contains the contract number as indicated on the Contract (Professional Service Agreement) when issued by Hays County.
- Submit an original certificate of insurance reflecting coverage as follows:

Business Automobile Liability:	
Bodily Injury (Each person)	$250,000.00
Bodily Injury (Each accident)	$500,000.00
Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
Bodily Injury (Each accident)	$1,000,000.00
Property Damage	$ 100,000.00
Medical Expenses	$ 10,000.00
Personal & Advertising Injury	$1,000,000.00
General Aggregate	$2,000,000.00
Products – Completed Operations Aggregate	$2,000,000.00

Excess Liability:	
Umbrella Form	Not Required

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements, and the following
Employers Liability – Each Accident	$1,000,000.00
Employers Liability – Each Employee	$1,000,000.00
Employers Liability – Policy Limit	$1,000,000.00

Client#: 153896 COBBFEND

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Southwest
9811 Katy Freeway, Suite 500
Houston, TX 77024
713 490-4600

CONTACT NAME: Tami Melton
PHONE (A/C, No, Ext): 713 490-4600 **FAX (A/C, No):** 713-490-4700
E-MAIL ADDRESS: tami.melton@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C : Great American Insurance Company	16691
INSURER D : Hartford - WC Multiple Issuing Cos	29424
INSURER E : Endurance American Specialty Ins Co	41718
INSURER F : Trumbull Insurance Company	27120

INSURED
Cobb, Fendley & Associates, Inc.
4424 W Sam Houston Parkway N
Suites 600
Houston, TX 77041

COVERAGES **CERTIFICATE NUMBER: 53525142** **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			61UUNOL6HSJ	07/10/2025	07/10/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
F	AUTOMOBILE LIABILITY			61UENOL6HSM	07/10/2025	07/10/2026	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			61XHUOL6HSN	07/10/2025	07/10/2026	EACH OCCURRENCE	$12,000,000
C	X EXCESS LIAB CLAIMS-MADE			TUEF35626100	07/10/2025	07/10/2026	AGGREGATE	$12,000,000
	DED X RETENTION $10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			61WEOL6HSL	07/10/2025	07/10/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
E	Professional Liability			DPL30039639002	07/10/2025	07/10/2026	$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)

*Contractors Pollution Liability coverage is included in the Professional Liability Policy as defined below:

Hartford WC Other States NAIC #29459

(See Attached Descriptions)

CERTIFICATE HOLDER
Hays County, Texas
712 S. Stagecoach Trail
Suite 1012
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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DESCRIPTIONS (Continued from Page 1)

Pollution Conditions arising solely out of a Design Professionals Wrongful Act, provided such Design Professionals Wrongful Act first takes place. Pollution Conditions means the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials or other irritants, contaminants, or pollutants into or upon the land, the atmosphere, or any watercourse or body of water, which results in Bodily Injury or Property Damage. Waste materials shall include materials to be recycled, reconditioned, or reclaimed.
The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured 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 work performed on behalf of the named insured (GL: HG00010916 ; AL: HA99161221).
The General Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording (GL: HG00010916 ; AL: HA99161221).
The General Liability, Automobile, Workers Compensation, Umbrella Liability, and Professional Liability policies provide a Blanket Waiver of Subrogation when required by written contract (GL: HG00010916 ; AL: HA99161221 ; WC: WC00031300 ; UL: XL00030916 ; PL: DPL20010120).
The General Liability, Automobile, Workers Compensation, and Professional Liability policies include an endorsement providing that 30 days notice of cancellation for reasons other than non-payment of premium and 10 days notice of cancellation for nonpayment of premium will be given to the Certificate Holder by the Insurance Carrier.
The Umbrella policy is follow form above the General Liability, Auto Liability, and Employers Liability coverages.
The General Liability policy includes coverage for Contractual Liability when assumed in a contract or agreement that is an insured contract.
The General Liability policy includes coverage for Contractual Liability permitting work on or within 50 feet of a railroad when assumed in a contract or agreement.
The General Liability policy does not contain a XCU Exclusion.
The General Liability policy includes a Separation of Insureds clause .
Description of Operations: Fitzhugh Road Corridor Study PER

Hays County, Texas, its directors, officers and employees are included as additional insureds on the General Liability and Auto Liability Policies where required by written contract or agreement.

AGENDA ITEM REQUEST FORM: I. 13.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Aaron Jones, Transportation Director

Sponsor: Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the execution of a Professional Services Agreement (2026-PSA-80) between Hays County and HDR Engineering, Inc. to provide engineering services for the Robert S Light Extension eminent domain support project in Precinct 4 and amend the budget accordingly. **SMITH/A.JONES**

Summary:

HDR Engineering, Inc. has been prequalified by Hays County for the requested services on the Robert S Light Extension eminent domain support project through RFQ 2026-Q02 and was selected by Commissioners Court action on April 28, 2026 Item No. I 4 . The Professional Services Agreement includes a compensation cap of $135,862.35. The proposed scope of services includes advising and consulting with the County in preparation and trial of judicial proceedings as a result of the claim; testify if necessary and perform research and analysis as required. The process to initially select a consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.

No identified Chapter 176 Conflicts or Related Party Disclosure.

Fiscal Impact:

Amount Requested: $135,862.35
Line Item Number: 035-802-96-647.5621_400

Budget Office:

Source of Funds: 2016 Road Bond
Budget Amendment Required Y/N?: Yes
Comments:
($135,863) - Decrease Construction Operating Expense 035-800-96.5611_400
$135,863 - Increase Engineering Operating Expense 035-802-96-647.5621_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?:
Comments:

Auditor's Office:

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

2026-PSA-80

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES
Contract No._2026-PSA-80

FIRM: **HDR Engineering, Inc. (“Engineer”)**
ADDRESS: **4401 West Gate Blvd., Ste. 400, Austin, TX 78745**
PROJECT: Robert S. Light Extension Eminent Domain Support Services **(“Project”)**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into, effective as the date of the last party’s execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as “County”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services pursuant to RFQ 2026-Q02 Professional Engineering Services Pool.

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 Roadway Design Manual, 2024
C. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2024 (English units)
D. National Environmental Policy Act (NEPA)
E. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
F. Americans with Disabilities Act (ADA) Regulations
G. U.S. Army Corps Regulations
H. International Building Code, current edition as updated
I. Hays County Design Criteria & Project Development Manual, latest edition
J. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
K. Hays County Protocol for Sustainable Roadsides, latest edition
L. TxDOT Bridge Design Manual - LRFD, latest edition
M. 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 at least thirty (30) days prior to the Work Authorizations or any Supplemental Work Authorizations term date, if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work

Authorization and 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 received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **One Hundred Thirty Five Thousand Eight Hundred Sixty Two Dollars and Thirty Five Cents ($135,862.35)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly

payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Program Manager, as identified herein-below, 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 provide the following documentation through the County's Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) certified invoice to the County; and
(2) One (1) complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit D – Rate Schedule as part of this Contract; and
(3) Copies of all invoices for non-labor and Subcontract services.

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package 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 a complete Invoice Package**, 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. **Failure to submit a Complete Invoice Package may delay payments.** 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 invoice. 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. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted 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 received an executed Work Authorization, which serves as the County's written notice 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:

Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative (Name, Firm, Firm's Address) for purposes of this Contract is as follows:

Allen R. Crozier, P.E.
HDR Engineering, Inc.
4401 West Gate Blvd., Ste 400, Austin, TX 78745
Austin, TX 78745

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, changes to the approved rates set forth in **Exhibit D,** 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, upon not less than thirty (30) days' written notice to the Engineer.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time.

Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES,

JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE 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.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

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. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage $1,000,000.00 each accident..
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any Engineering Services, Engineer shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificate of Insurance". 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.

C. Additional Insureds; Waiver of Subrogation. "Hays County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Hays County, Texas, 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.

D. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) 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, and by email to:

   Hays County Purchasing
   c/o: Stephanie Hunt
   712 S. Stagecoach Trail, Suite 1012
   San Marcos, Texas 78666
   Email: purchasing@hayscountytx.gov

   Hays County Auditor
   c/o: Marisol Alonzo
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666
   Email: marisol.alonzo@hayscountytx.gov

   With copy to: HNTB Corporation
   Attn: Carlos A. Lopez, P.E.
   200 W 6th Street, Suite 2400
   Austin, Texas 78701
   Email: HaysCoInvoice@HNTB.com

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.

E. Notices by Engineer. 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.**

F. 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 $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

G. 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.

H. 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.

I. 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. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

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.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer.

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 workspace in order to conduct audits in

compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

With copy to: HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

and to: Criminal District Attorney's Office, Civil Division
Attn: Jordan Powell
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Hays County Purchasing
Attn: Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666

Engineer: **Allen R. Crozier**
HDR Engineering, Inc.
4401 West Gate Blvd., Ste 400
Austin, TX 78745

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein.

Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer

understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____

ENGINEER

HDR Engineering, Inc.

By: _____ Digitally signed by Word, Justin Date: 2026.04.28 08:59:47 -05'00'

APPROVED
By Carlos Lopez at 8:40 am, Apr 30, 2026

Printed Name: Justin Word

Title: Senior Vice President

Date: 4/28/26

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** County Forms

- Code of Ethics for Hays County
- Hays County Practices Related to Historically Underutilized Business (HUB)
- Hays County House Bill 89 verification
- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
- Debarment and Licensing Certification
- Vendor/Bidder's Affirmation
- Conflict of Interest Disclosure & Questionnaire Form CIQ
- Related Party Disclosure Form
- Federal Affirmations and Solicitation Acceptance (*REDACTED*)
- System For Award Management SAM.gov (*REDACTED*)
- Form 1295 Certificate of Interested Parties

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
COUNTY FORMS

ATTACHED BEHIND THIS PAGE

Certificate of Interested Parties
Firms will be required to fill this form out if a contract is executed.

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016.

- Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least $1 million.
- In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above or have any questions, please contact Purchasing at 512-393-2267.

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:
2026-1454546

Date Filed:
04/29/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
HDR Engineering, 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.
2026-PSA-80
Eminent Domain Support Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
HDR, Inc.	Omaha, NE United States	X	
Henderson, John	Omaha, NE United States	X	
Graff, Neil	Omaha, NE United States	X	
Meysenburg, Galen	Omaha, NE United States	X	
LeCureux, David	Omaha, NE United States	X	
Flatt, Paul	London United Kingdom	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Cynthia Hernandez, and my date of birth is 03/16/1965.

My address is 9311 San Pedro Avenue, Suite 1100, San Antonio (city), TX (state), 78216 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 29th day of April (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict-of-Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

HDR Engineering, Inc.

2

N/A **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6

N/A Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Justin A. Word

Name of signatory

Digitally signed by Word, Justin
Date: 2026.04.28 21:03:12-05'00'

Signature

04/28/2026

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes awarethat:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with thevendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmentalentity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity;or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Code of Ethics for Hays County

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

Signature: _____ Digitally signed by Word, Justin
Date: 2026.04.28
09:06:08-05'00'

Print Name & Title: Justin Word, Senior Vice President

Company Name: HDR Engineering, Inc.

Date: 04/28/2026

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: Digitally signed by Word, Justin
Date: 2026.04.28 09:06:41-05'00'

Print Name & Title: Justin Word, Senior Vice President

Company Name: HDR Engineering, Inc.

Date: 04/28/2026

Hays County House Bill 89 Verification

I, Justin Word (Person name), the undersigned representative of HDR Engineering, Inc. (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Digitally signed by Word, Justin
Date: 2026.04.28 09:07:17-05'00'

Signature of Company Representative

04/28/2026
Date

On this 28th day of April, 2026, personally appeared Justin Word, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

CELESTE F. ADORNO
Notary Public, State of Texas
Comm. Expires 12-05-2027
Notary ID 132284035

Celeste F. Adorno
Notary Public in and for the State of Texas

4/28/26
Date

Comptroller Divestment Statute Certification

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

HDR Engineering, Inc.	04/28/2026
Company Name	Date
Justin Word	Digitally signed by Word, Justin Date: 2026.04.28 09:07:57-05'00'
Print Name of Company Representative	Signature of Company Representative

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the 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 organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

HDR Engineering, Inc.	04/28/2026
Company Name	Date
Justin Word	Digitally signed by Word, Justin Date: 2026.04.28 09:08:41-05'00'
Print Name of Company Representative	Signature of Company Representative

---

Exclusion from Chapter 2271 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees
□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
□ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

HDR Engineering, Inc.	04/28/2026
Company Name	Date
Justin Word	Digitally signed by Word, Justin Date: 2026.04.28 09:09:20-05'00'
Print Name of Company Representative	Signature of Company Representative

---

Exclusion from Chapter 2274 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:

By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

HDR Engineering, Inc.	04/28/2026
Company Name	Date
Justin Word	Digitally signed by Word, Justin Date: 2026.04.28 09:10:01-05'00'
Print Name of Company Representative	Signature of Company Representative

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Exclusion from Chapter 2274.002 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Certification Check Performed by Hays County Purchasing

HDR Engineering, Inc. 2026-PSA-80

Company Name

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, certifies that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the following Statute Lists:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
  Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Israel Boycott Certification (TGC 2271.002)
  Pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Energy Company Boycott Certification (TGC 2274)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt

Print Name of Hays County Purchasing Representative

Stephanie Hunt

Signature of Hays County Purchasing Representative

5.4.26 Vendor Selection CC Approval 4.28.26

Date ~~IFB/RFP/RFQ~~ Number

Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

HDR Engineering, Inc.
Name of Firm

Digitally signed by Word, Justin
Date: 2026.04.28 09:10:40-05'00'

Signature of Certifying Official

Senior Vice President
Title of Certifying Official

Justin Word
Printed Name of Certifying Official

04/28/2026
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by Justin Word on this the 28 day of April, 2026, on behalf of said Firm.

Celeste F. Adorno
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

CELESTE F. ADORNO
Notary Public, State of Texas
Comm. Expires 12-05-2027
Notary ID 132284035

My commission expires: 12-5-27

Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute a 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 any Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

   X Does not own taxable property in Hays County, or;

   _____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

HDR Engineering, Inc.
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

_____

Digitally signed by Word, Justin
Date: 2026.04.28 09:11:01-05'00'

Signature of Company Official Authorizing Bid/Offer

Justin Word
Printed Name

Senior Vice President
Title

Justin.Word@hdrinc.com
Email Address

(512) 685-2978
Phone

Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C) If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name Title

Section B: Former Hays County Employee

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name Title

Name of Person Related Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

No known relationships.

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

HDR Engineering, Inc.

Name of Vendor

Digitally signed by Word, Justin
Date: 2026.04.28 09:14:46-05'00'

Senior Vice President

Signature of Certifying Official | Title of Certifying Official

Justin Word | 04/28/2026

Printed Name of Certifying Official | Date

(1)A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a share hold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

System For Award Management
(SAM.gov)

Respondent and its Principals may not be debarred or suspended nor otherwise have an exclusion record created in the System for Award Management (SAM) website. Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

EXHIBIT B
ENGINEERING SERVICES

FOR ROBERT S. LIGHT EXTENSION EMINENT DOMAIN SUPPORT

The Engineer may perform the following including but not limited to the tasks below, as described in detail in each Work Authorization:

- PROJECT MANAGEMENT AND COORDINATION

    1. RETRIEVAL OF PROJECT ARCHIVES

- EXHIBIT PREPARATION
- EXPERT WITNESS TESTIMONY OF PROJECT FACTS

EXHIBIT C
WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below by execution of both parties.

Continued on Next Page

ENGINEER:	COUNTY:
HDR Engineering, Inc.	Hays County, Texas
By:_____	By: _____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

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

Travel Expenses will be reimbursed based on the following guidelines:

- *Reimbursement requests must include receipts, invoices and other documentation for all submittals;*
- *Automobile mileage reimbursement for project related travel will be reimbursed at the IRS rate for each mile. A travel log documenting the date, location of travel to/from, number of miles traveled, and purpose of trip should be provided as back-up;*
    - *Mileage should be submitted on the basis of the most commonly/efficient used route*
    - *Reimbursement for mileage shall not exceed the cost of a round-trip coach airfare.*
- *Meals will be reimbursed when traveling more than 45 miles with a maximum amount for meals as indicated below. Alcoholic beverages and tips are not reimbursable.*
    - *Morning Meal $16.00*
    - *Noon Meal $19.00*
    - *Evening Meal $28.00*

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. To the extent Engineer requests a rate adjustment, CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and 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 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.

INSERT PRIME CONSULTANT NAME	
DESIGN	
CLASSIFICATIONS	**2026 RATE PER HOUR**
SR PROJ ADVISOR	$442.67
PROJECT MANAGER	$349.32
RDW EXPERT WITNESS	$349.32
ENV EXPERT WITNESS	$255.97
ROW EXPERT WITNESS	$307.16
DESIGN ENGINEER	$168.64
EIT	$138.52
SR GIS	$165.63
GIS	$132.50
ACCOUNTANT	$111.42
PROJECT ADMIN	$111.42

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. To the extent Engineer requests a rate adjustment, CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and 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 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.

INSERT PRIME CONSULTANT NAME
DESIGN

DIRECT EXPENSES		Unit
Mileage	Current Federal Rate	per mile
Postage	Current Postal Rate	
Overnight Mail- letter size	Current Postal Rate	
Overnight Mail – oversized box	Current Postal Rate	
Outsourced Printing	Actual Cost	
Courrier Services	Actual Cost	
Parking Fees	Actual Cost	
Highway Toll Charges	Actual Cost	

EXHIBIT E
CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: WTW Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Ohio Casualty Insurance Company	24074
INSURER C : Liberty Insurance Corporation	42404
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
HDR Engineering, Inc.
1917 South 67th Street
Omaha, NE 68106

COVERAGES **CERTIFICATE NUMBER:** W45459009 **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	TB2-641-444950-035	06/01/2025	06/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-045	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	Y	Y	EUO(26)57919363	06/01/2025	06/01/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WA7-64D-444950-015	06/01/2025	06/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER
Hays County Purchasing
Attention: Stephanie Hunt
712 S. Stagecoach Trail
Suite 1012
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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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Midwest, Inc.		HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Project Description: Hays County Eminent Domain Support Services

Additional Insureds and Waiver of Subrogation: Hays County Purchasing

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SR ID: 29785391 BATCH: 4412087 CERT: W45459009

AGENDA ITEM REQUEST FORM: I. 14.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Aaron Jones, Transportation Director

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the execution of Change Order No. 6 in the amount of $62,465.83 to the Professional Services Agreement with BGE, Inc. for the RM 12 Safety Improvements near the intersection of Mountain Crest and Skyline Drive project in Precinct 3, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) and amend the budget accordingly. **HAMMER/A.JONES**

Summary:

The requested Change Order increases the not-to-exceed contract amount by $62,465.83, from $458,732.49 to $521,198.32, and amends Exhibits A & B. This will authorize additional funding required for final design services and will carry the project through Letting, which is currently slated for February 2027. Additionally, this Change Order extends the termination date to February 28, 2027. This effort will be funded through the Transportation Department budget.

Fiscal Impact:

Amount Requested: $62,465.83
Line Item Number: 020-710-00-777.5621_400

Budget Office:

Source of Funds: Road and Bridge General Fund
Budget Amendment Required Y/N?: Yes
Comments:
($62,466) - Decrease Contract Services Consultant 020-710-00.5448_008
$62,466 - Increase Engineering Operating Expense 020-710-00-777.5621_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Requires a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(4) for professional services. Change order exceeds 25% increase.

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

RM12atSkylineMntnCrest-BGE-UC-CO6

Hays County Transportation Department Change Order Request Form

Date: 04/17/2026 Contract Performance Date: 8/6/2019

Project Name: RM 12 safety improvements near the intersection of Mountain Crest and Skyline

Contract number: 26-777-034

Contractor/Consultant: BGE, Inc.

Change Order Number: 6

Change in Scope Necessitating Change-Order:

Letting date has moved with a current estimated let date of Feb 27. Performed Contributing Zone ,Plan Modification, condemnation hearings, update specs and resubmit packages to TxDOT

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount:	$365,754.00
Net Amount of Previously Authorized Change Order:	$92,978.49
Net Amount for this requested change order:	$62,465.83
Total Contract Amount with all change orders:	$521,198.32
Original Contract Performance Length:	498 Days
Net previous schedule change orders:	1992 Days
Net Schedule adjustment requested this change order:	273 Days
Total performance days with change orders:	2763 Days

Contractor: John W Tuley Sign: John W. Tuley Date: 4/17/2026

Hays County: Sign: Date:

(Hays County Employee-attach to agenda request form, CO approval contingent on Commissioners Court)

APPROVED
By Carlos Lopez at 4:24 pm, Apr 28, 2026

Exhibit A-6

SCOPE OF WORK

FC 120 ENVIRONMENTAL

The following Services have already been completed

1. Nesting Survey

The Engineer shall perform nesting survey field work and provide a report along Mountain Crest Drive to support PEC relocation.

2. Contributing Zone Plan Modification

The Engineer shall prepare and coordinate CZP documentation with GEC and TCEQ.

FC 130 RIGHT OF WAY DATA

The following Service has already been completed

1. Coordination with property Owners

The Engineer shall provide exhibits as needed for condemnation hearings with property owners. The engineer shall attend condemnation hearings and make preparations as needed.

FC 160 ROADWAY DESIGN CONTROLS

The following Services has already been completed

1. Resubmit 95% Submittal for TxDOT review

The Following Services have yet to be completed

1. Plans for 100% and Ready to Let Submittals shall be in accordance with the TxDOT Criteria.

A. The ENGINEER will develop horizontal alignment sheets using Geopak
B. The ENGINEER will develop existing typical sections and County approved proposed typical sections
C. The ENGINEER will develop plan and profile sheets
D. The ENGINEER will develop intersection layouts and grading plans
E. The ENGINEER will develop superelevation tables as necessary
F. The ENGINEER will develop cross sections for earthwork calculations
G. The ENGINEER will develop removal plans and miscellaneous roadway details

FC 163 MISCELLANEOUS ROADWAY

The following Service has already been completed

1. **Update Plans for TxDOT 2024 Specifications and TMUTCD**

The Following Services have yet to be completed

1. **Submittal Preparation**

   The Engineer shall prepare submittal packages for changes to previous submitted plans. Submittal packages shall include: plans portfolio, cross sections, certifications, contract schedule, cost estimate, TxDOT forms (Form 1002, Form 2229, Form 2699), general notes, and additional miscellaneous items.

   Deliverables:

   i. 100% submittal for TxDOT Review
   ii. Ready to Let Submittal

FC 164 PROJECT MANAGEMENT AND ADMINISTRATION

1. **Project Administration**

   A. The ENGINEER will prepare correspondence, invoicing and progress reports, on a monthly basis in accordance with current COUNTY requirements and format.

   B. The ENGINEER will maintain routine project record keeping.

2. **Progress/Coordination Meetings**

   A. The ENGINEER will attend a Kickoff Meeting and interim coordination/progress meetings with the COUNTY as necessary to communicate the development of the project. Meetings include the following:

      i. Coordination/Progress Meetings Hays County GEC (18 meetings)
      ii. Coordination/Progress Meetings TxDOT (3 Meetings)

3. **Project Schedule Updates**

   A. The ENGINEER will prepare and keep updated a project design schedule indicating tasks, subtasks, critical dates, milestones, and deliverables.

FC 351 BID PHASE SERVICES

The following Service has already been completed

1. **Prepare Construction Management Plan**

The following Service have yet to be completed

1. Prepare all applicable construction documents for bidding including final signed and sealed plans, final general notes, specification list, and special specifications. Final construction time determination.
    a. Attend the pre-bid meeting. Respond to bidder's questions during the bid period. Prepare project addenda during bid period.

        DELIVERABLES:

        i. Signed and sealed final bid documents
        ii. Addenda as necessary

PRIME PROVIDER NAME: BGE, INC.
HAYS COUNTY
PROJECT NAME: RM 12 at Mountain Crest/Skyline Drive
SUPPLEMENTAL WA No. 6 to WA No. 1

EXHIBIT B-6-FEE SCHEDULE

	SUMMARY			
	BGE		TOTAL	
FUNCTION CODE	HOURS	FEES	HOURS	FEES
120	70	$10,673.22	70	$10,673.22
130	40	$9,854.92	40	$9,854.92
160	23	$5,161.78	23	$5,161.78
163	54	$11,669.59	54	$11,669.59
164	64	$14,025.12	64	$14,025.12
351	23	$ 6,081.20	23	$6,081.20
ODE		$5,000.00	0	$5,000.00
TOTAL	274	$ 62,465.83	274	**$62,465.83**

EXHIBIT B-6-FEE SCHEDULE (BGE, INC.)

PRIME PROVIDER NAME: BGE, INC.
SUPPLEMENTAL NO.6 TO WORK AUTHORIZATION NO. 1

TASK DESCRIPTION	PROJECT DIRECTOR	QUALITY MANAGER	ENV. QA/QC MANAGER	SR. PROJECT MANAGER	SR. STRUCT. ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. DESIGN TECH	DESIGN TECH	SR. CADD TECH	CADD TECH	UTILITY COORDINATOR	ENV. TASK LEADER	ARCH-EOLOGIST	SENIOR GIS TECH	GIS TECH	JR. ENV. SCIENTIST	CLERICAL	TOTAL LABOR HRS. & COSTS
ENVIRONMENTAL STUDIES (FC 120)																				
1. Nesting Survey				1				10						8				10	5	34
2. CZP MOD			1	2		5		10				5		8					5	36
HOURS SUB-TOTALS	0	0	1	3	0	5	0	20	0	0	0	5	0	16	0	0	0	10	10	70
CONTRACT RATE PER HOUR	312.47	270.41	271.61	264.40	312.47	246.37	192.29	150.23	168.25	138.21	132.20	96.14	150.23	174.26	167.57	162.24	120.18	114.17	96.14	
TOTAL LABOR COSTS	$0.00	$0.00	$271.61	$793.20	$0.00	$1,231.85	$0.00	$3,004.60	$0.00	$0.00	$0.00	$480.70	$0.00	$2,788.16	$0.00	$0.00	$0.00	$1,141.70	$961.40	$10,673.22
% DISTRIBUTION OF STAFFING	0.0%	0.0%	2.5%	7.5%	0.0%	12.5%	0.0%	50.0%	0.0%	0.0%	0.0%	12.5%	0.0%	40.0%	0.0%	0.0%	0.0%	25.0%	25.0%	
SUBTOTAL (FC120)																				**$10,673.22**

TASK DESCRIPTION	PROJECT DIRECTOR	QUALITY MANAGER	ENV. QA/QC MANAGER	SR. PROJECT MANAGER	SR. STRUCT. ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. DESIGN TECH	DESIGN TECH	SR. CADD TECH	CADD TECHNICIAN	CADD TECHNICIAN	ENV. TASK LEADER	ARCH-EOLOGIST	SENIOR GIS TECH	GIS TECH	JR. ENV. SCIENTIST	CLERICAL	TOTAL LABOR HRS. & COSTS
RIGHT OF WAY DATA (FC 130)																				
MEETINGS AND CONDENATION HEARINGS	2			24																26
PRPARE EXHIBITS FOR CONDENATION HEARINGS	2			4				8												14
HOURS SUB-TOTALS	4	0	0	28	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	40
CONTRACT RATE PER HOUR	312.47	270.41	271.61	264.4	312.47	246.37	192.29	150.23	168.25	138.21	132.2	96.14	150.23	174.26	167.57	162.24	162.24	114.17	96.14	
TOTAL LABOR COSTS	$1,249.88	$0.00	$0.00	$7,403.20	$0.00	$0.00	$0.00	$1,201.84	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,854.92
% DISTRIBUTION OF STAFFING	10.0%	0.0%	0.0%	70.0%	0.0%	0.0%	0.0%	20.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
SUBTOTAL (FC 130)																				**$9,854.92**

TASK DESCRIPTION	PROJECT DIRECTOR	QUALITY MANAGER	ENV. QA/QC MANAGER	SR. PROJECT MANAGER	SR. STRUCT. ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. DESIGN TECH	DESIGN TECH	SR. CADD TECH	CADD TECH	UTILITY COORDINATOR	ENV. TASK LEADER	ARCH-EOLOGIST	SENIOR GIS TECH	GIS TECH	JR. ENV. SCIENTIST	CLERICAL	TOTAL LABOR HRS. & COSTS
ROADWAY DESIGN CONTROLS (FC 160)																				
ROADWAY DESIGN																				
RESUBMITT 95%	1			1		1	6													9
SUBMITT 100%	1			1		1	4													7
SUBMITT READY TO LET	1			1		1	4													7
HOURS SUB-TOTALS	3	0	0	3	0	3	14	0	0	0	0	0	0	0	0	0	0	0	0	23
CONTRACT RATE PER HOUR	312.47	270.41	271.61	264.4	312.47	246.37	192.29	150.23	168.25	138.21	132.2	96.14	150.23	174.26	167.57	162.24	162.24	114.17	96.14	
TOTAL LABOR COSTS	$937.41	$0.00	$0.00	$793.20	$0.00	$739.11	$2,692.06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,161.78
% DISTRIBUTION OF STAFFING	13.04%	0.00%	0.00%	13.04%	0.00%	13.04%	60.87%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
SUBTOTAL (FC 160)																				**$5,161.78**

TASK DESCRIPTION	PROJECT DIRECTOR	QUALITY MANAGER	ENV. QA/QC MANAGER	SR. PROJECT MANAGER	SR. STRUCT. ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. DESIGN TECH	DESIGN TECH	SR. CADD TECH	CADD TECH	UTILITY COORDINATOR	ENV. TASK LEADER	ARCH-EOLOGIST	SENIOR GIS TECH	GIS TECH	JR. ENV. SCIENTIST	CLERICAL	TOTAL LABOR HRS. & COSTS
MISCELLANEOUS (ROADWAY) (FC 163)																				
QUANTITIES, SPECIFICATIONS & ESTIMATE:																				0
UPDATE PLANS FOR TXDOT 2024 SPECIFICAITONS AND TMUTCD	1			1		2	10													14
RESUBMITT 95%	1			1		1	8													11
SUBMITT 100%	1			1		1	8													11
SUBMITT READY TO LET	1			1		1	6													9
CERTIFICATIONS, FORMS 1002 & 2229 (90%, 100%, FINAL)	1			1		1	6													9
	5	0	0	5	0	6	38	0	0	0	0	0	0	0	0	0	0	0	0	54
CONTRACT RATE PER HOUR	312.47	270.41	271.61	264.4	312.47	246.37	192.29	150.23	168.25	138.21	132.2	96.14	150.23	174.26	167.57	162.24	162.24	114.17	96.14	
TOTAL LABOR COSTS	$1,562.35	$0.00	$0.00	$1,322.00	$0.00	$1,478.22	$7,307.02	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11,669.59
% DISTRIBUTION OF STAFFING	9.26%	0.00%	0.00%	9.26%	0.00%	11.11%	70.37%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
SUBTOTAL (FC 163)																				**$11,669.59**

TASK DESCRIPTION	PROJECT DIRECTOR	QUALITY MANAGER	ENV. QA/QC MANAGER	SR. PROJECT MANAGER	SR. STRUCT. ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. DESIGN TECH	DESIGN TECH	SR. CADD TECH	CADD TECH	UTILITY COORDINATOR	ENV. TASK LEADER	ARCH-EOLOGIST	SENIOR GIS TECH	GIS TECH	JR. ENV. SCIENTIST	CLERICAL	TOTAL LABOR HRS. & COSTS
PROJECT MANAGEMENT AND ADMINISTRATION (FC 164)																				
																				0
PROJECT MANAGEMENT & ADMINISTRATION WITH COUNTY GEC (9 MONTHS)	2			10			10													22
PROGRESS/COORDINATION MEETINGS TxDOT (3 MEETINGS)	2			6			8													16
DESIGN SCHEDULE				2		2														4
PRGRESS REPORT AND INVOICING	2			9															11	22
																				0
HOURS SUB-TOTALS	6	0	0	27	0	2	18	0	0	0	0	0	0	0	0	0	0	0	11	64
CONTRACT RATE PER HOUR	312.47	270.41	271.61	264.4	312.47	246.37	192.29	150.23	168.25	138.21	132.2	96.14	150.23	174.26	167.57	162.24	162.24	114.17	96.14	
TOTAL LABOR COSTS	$1,874.82	$0.00	$0.00	$7,138.80	$0.00	$492.74	$3,461.22	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,057.54	$14,025.12
% DISTRIBUTION OF STAFFING	9.38%	0.00%	0.00%	42.19%	0.00%	3.13%	28.13%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	17.19%	
SUBTOTAL (FC 164)																				**$14,025.12**

EXHIBIT B-6-FEE SCHEDULE (BGE, INC.)

PRIME PROVIDER NAME: BGE, INC.
SUPPLEMENTAL NO.6 TO WORK AUTHORIZATION NO. 1

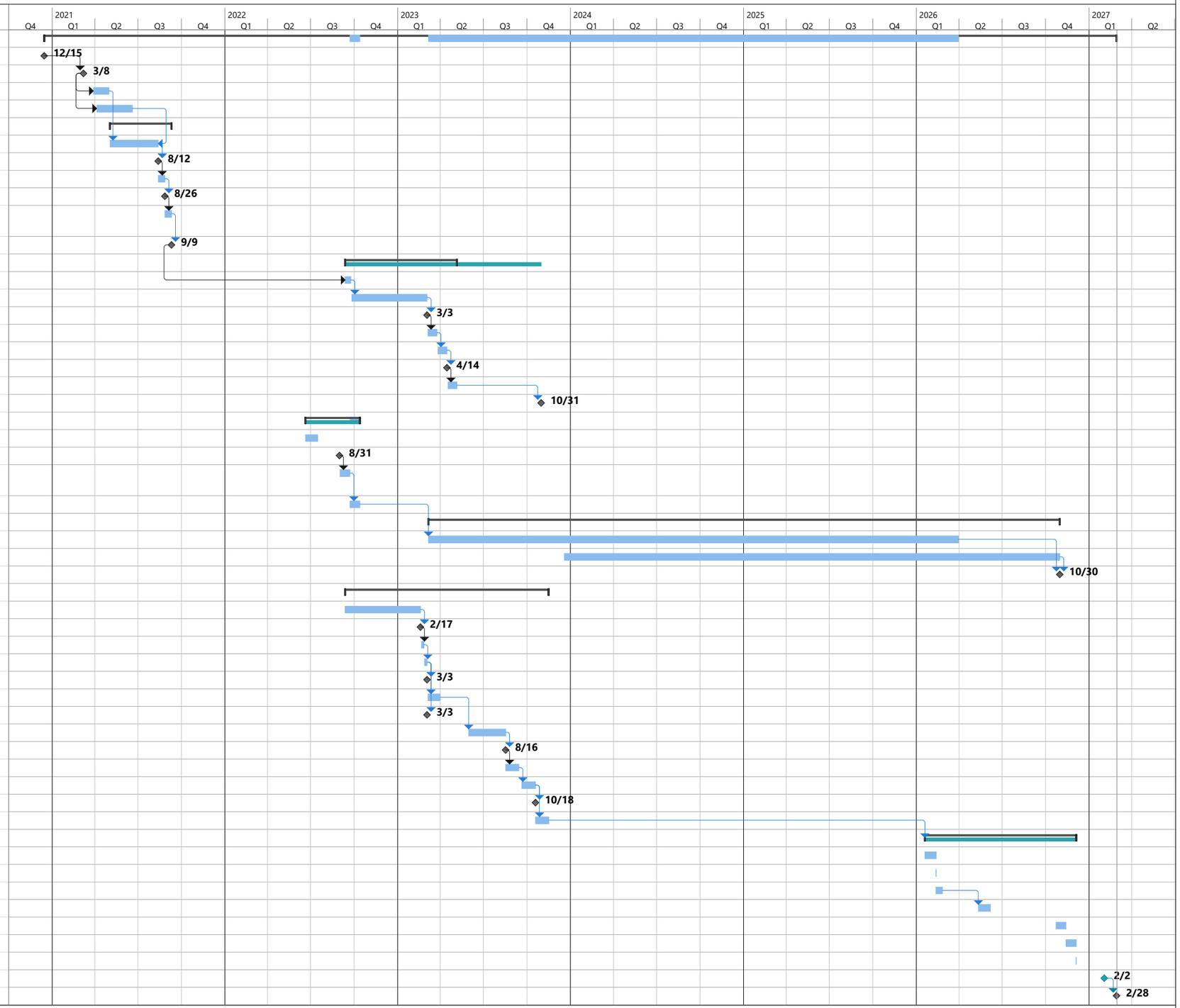
TASK DESCRIPTION	PROJECT DIRECTOR	Sr. PROJECT MANAGER	ENV. QA/QC MANAGER	Sr. PROJECT MANAGER	SR. STRUCT. ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. DESIGN TECH	DESIGN TECH	Sr. CADD TECH	CADD TECH	CADD TECH	ENV. TASK LEADER	ARCH-EOLOGIST	SENIOR GIS TECH	GIS TECH	JR. ENV. SCIENTIST	CLERICAL	TOTAL LABOR HRS. & COSTS
BID AND CONSTRUCTION SERVICES (FC 351)																				
CONSTRUCITON MANAGEMENT PLAN		2		1				8												11
BID PHASE SERVICES				2				4												6
ATTEND PRE-BID CONFERENCE AND DISTRIBUTE PLANS				2				4												6
HOURS SUB-TOTALS	0	2	0	5	0	0	0	16	0	0	0	0	0	0	0	0	0	0	0	23
CONTRACT RATE PER HOUR	312.47	264.4	264.4	264.4	264.4	264.4	264.4	264.4	264.4	264.4	264.4	264.4	264.4	264.4	264.4	264.4	264.4	264.4	96.14	
TOTAL LABOR COSTS	$0.00	$528.80	$0.00	$1,322.00	$0.00	$0.00	$0.00	$4,230.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,081.20
% DISTRIBUTION OF STAFFING		8.70%		21.74%				69.57%												
SUBTOTAL (FC351)																				**$6,081.20**

DESCRIPTION	TOTAL MH BY FC	TOTAL COSTS BY FC
ENVIRONMENTAL STUDIES (FC 120)	70	$10,673.22
RIGHT OF WAY DATA (FC 130)	40	$9,854.92
ROADWAY DESIGN CONTROLS (FC 160)	23	$5,161.78
MISCELLANEOUS (ROADWAY) (FC 163)	54	$11,669.59
MANAGING CONTRACTED PER SERVICES & SURVEY CONTRACTS (FC 164)	64	$14,025.12
BID AND CONSTRUCTION SERVICES (FC 351)	23	$6,081.20
SUBTOTAL LABOR EXPENSES	274	**$57,465.83**

OTHER DIRECT EXPENSES (COMPLETE IN ACCORDANCE WITH YOUR CONTRACT)	**# OF UNITS**	**COST/UNIT**	
TCEQ CZP Technical Review Fee	1	$5,000.00	$5,000.00
SUBTOTAL DIRECT EXPENSES			**$5,000.00**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	$57,465.83
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	$5,000.00
GRAND TOTAL	$62,465.83

ID	Task Name	Duration	Start	Finish
1	**RM12-Mountain Crest/Skyline Intersection Project**	**1620 days?**	**Tue 12/15/20**	**Sun 2/28/27**
2	PSA Expiration Date	0 days	Tue 12/15/20	Tue 12/15/20
3	Notice to Proceed	0 days	Mon 3/8/21	Mon 3/8/21
4	Survey Work	25 days	Mon 3/29/21	Fri 4/30/21
5	Geotechnical Engineering	55 days	Mon 4/5/21	Fri 6/18/21
6	**Schematic**	**94 days**	**Mon 5/3/21**	**Thu 9/9/21**
7	Prepare Schematic	74 days	Mon 5/3/21	Thu 8/12/21
8	Submit Schematic to Client for review	0 days	Thu 8/12/21	Thu 8/12/21
9	Schematic Review by Client	10 days	Fri 8/13/21	Thu 8/26/21
10	Schematic Review Meeting	0 days	Thu 8/26/21	Thu 8/26/21
11	Address Comments & Prepare Schematic Final Document	10 days	Fri 8/27/21	Thu 9/9/21
12	Submit Final Schematic Design	0 days	Thu 9/9/21	Thu 9/9/21
13	**Environmental Documentation**	**170 days**	**Mon 9/12/22**	**Fri 5/5/23**
14	Environmental Data Collection	10 days	Mon 9/12/22	Fri 9/23/22
15	Prepare Draft Env. Forms	5.75 mons	Mon 9/26/22	Fri 3/3/23
16	Submit Draft Env. Forms to TxDOT for Review	0 days	Fri 3/3/23	Fri 3/3/23
17	TxDOT Review of Draft Env. Forms	15 days	Mon 3/6/23	Fri 3/24/23
18	Revise Environmental Forms per TxDOT Comments	15 days	Mon 3/27/23	Fri 4/14/23
19	Submit Final Env. Forms to TxDOT for Review	0 days	Fri 4/14/23	Fri 4/14/23
20	TxDOT Review of Final Env. Forms	15 days	Mon 4/17/23	Fri 5/5/23
21	TxDOT approval and Environmental Clearance	0 days	Tue 10/31/23	Tue 10/31/23
22	**Right of Way Mapping**	**83 days**	**Mon 6/20/22**	**Wed 10/12/22**
23	Plats & Field Notes	20 days	Mon 6/20/22	Fri 7/15/22
24	Draft ROW Maps Metes and Bounds Submittal	0 days	Wed 8/31/22	Wed 8/31/22
25	Draft ROW Maps Metes and Bounds Submittal Review	15 days	Thu 9/1/22	Wed 9/21/22
26	Final ROW Maps Metes and Bounds Submittal	15 days	Thu 9/22/22	Wed 10/12/22
27	**Right of Way Aqusition and Utility Coordination (By Other**	**955 days**	**Tue 3/7/23**	**Fri 10/30/26**
28	ROW Aqusition (By Others)	800 days	Tue 3/7/23	Mon 3/30/26
29	Utility Coordination (By Others)	750 days	Tue 12/19/23	Fri 10/30/26
30	Estimated ROW and Utility Clearance	0 days	Fri 10/30/26	Fri 10/30/26
31	**Plans, Specifications and Estimate**	**308 days**	**Mon 9/12/22**	**Wed 11/15/23**
32	60% Design	115 days	Mon 9/12/22	Fri 2/17/23
33	Submit 60% Design to County	0 days	Fri 2/17/23	Fri 2/17/23
34	County Review of 60% Design	5 days	Mon 2/20/23	Fri 2/24/23
35	Address County 60% Review Comments	5 days	Mon 2/27/23	Fri 3/3/23
36	Submit 60% Design to TxDOT	0 days	Fri 3/3/23	Fri 3/3/23
37	TxDOT Review of 60% Plans	20 days	Mon 3/6/23	Fri 3/31/23
38	Utility Coordination Conference	0 days	Fri 3/3/23	Fri 3/3/23
39	90% Design	56 days	Wed 5/31/23	Wed 8/16/23
40	Submit 90% Design to County and TxDOT	0 days	Wed 8/16/23	Wed 8/16/23
41	County and TxDOT Review of 90% Plans	20 days	Thu 8/17/23	Wed 9/13/23
42	100% Design	21 days	Wed 9/20/23	Wed 10/18/23
43	Submit 100% Design to County and TxDOT	0 days	Wed 10/18/23	Wed 10/18/23
44	County and TxDOT Review of 100% Plans	20 days	Thu 10/19/23	Wed 11/15/23
45	**Final PS&E**	**231 days?**	**Mon 1/19/26**	**Fri 12/4/26**
46	95% Design	18 days	Mon 1/19/26	Wed 2/11/26
47	Submit 95% Design to County & TxDOT	1 day?	Wed 2/11/26	Wed 2/11/26
48	County & TxDOT Review of 95% Design	10 days	Wed 2/11/26	Tue 2/24/26
49	Address County & TxDOT 95% Review Comments	20 days	Tue 5/12/26	Fri 6/5/26
50	100% District Review	15 days	Fri 10/23/26	Thu 11/12/26
51	Prepare Ready to Let	16 days	Fri 11/13/26	Fri 12/4/26
52	Submit Final Ready to Let PS&E	1 day	Fri 12/4/26	Fri 12/4/26
53	Letting	0 days	Tue 2/2/27	Tue 2/2/27
54	Work Authorization End Date	0 days	Sun 2/28/27	Sun 2/28/27



AGENDA ITEM REQUEST FORM: J. 1.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Commissioner Hammer

Sponsor: Commissioner Hammer

Agenda Item

Discussion and possible action to authorize the execution of a resolution related to the historical declaration of the 1871 Bearing Tree. **HAMMER/CRUMLEY**

Summary

Attachments

Resolution

A RESOLUTION OF THE HAY'S COUNTY COMMISSIONERS COURT RECOGNIZING THE HISTORICAL, CULTURAL, AND SURVEYING SIGNIFICANCE OF THE 1871 BEARING TREE LOCATED ALONG NORTH OLD STAGECOACH ROAD IN THE CITY OF KYLE, HAYS COUNTY; DECLARING SAID TREE A HISTORIC LANDMARK WORTHY OF PRESERVATION; AND CALLING FOR ITS PROTECTION FOR FUTURE GENERATIONS.

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, a certain Live Oak tree located on the property of Alton and Deanna Franke at 1501 North Old Stagecoach Road in Kyle, Texas, has been professionally identified by Registered Professional Land Surveyor Kent Neal McMillan as an original nineteenth-century "bearing tree" or "witness tree"; and

WHEREAS, bearing trees were intentionally marked by early Texas surveyors to permanently identify, reference, and preserve original land boundaries during the settlement of Texas, and surviving examples in publicly visible locations are exceptionally rare; and

WHEREAS, Surveyor Kent Neal McMillan, Texas Registered Professional Land Surveyor No. 4341, in Surveyor's Report No. 26-1124 dated May 1, 2026, concluded that this Live Oak is the identical tree referenced in an 1871 deed prepared under the authority of Hays County Surveyor Benjamin Columbus Hardin, describing "a live oak…marked X"; and

WHEREAS, physical evidence of the original surveyor's "X" marking remains faintly visible in the bark of said tree, providing rare and tangible evidence of early surveying practices in Hays County; and

WHEREAS, Kent McMillan's measurements document that the 1871 Bearing Tree measured 23 inches in diameter in 2002 and 25½ inches in diameter in 2026, confirming a consistent growth rate of approximately one inch every ten years; and

WHEREAS, based upon its documented rate of growth and the original 1871 survey describing the tree as 10 inches in diameter, the 1871 Bearing Tree began growing at approximately the time of the founding of the United States of America, making this living survey monument nearly as old as the nation itself; and

WHEREAS, as the United States commemorates its 250th anniversary, the removal, destruction, or adverse impact to the 1871 Bearing Tree—a rare surviving witness tree marking the early boundaries of Hays County—would represent an irreplaceable loss of American, Texas, and local heritage; and

WHEREAS, this tree has stood as a silent witness to the settlement, surveying, transportation, and agricultural development of Hays County for approximately one hundred fifty-five years as a marked bearing tree and is believed to be among the last surviving publicly visible bearing trees in Hays County; and

WHEREAS, preservation of historically significant cultural landscapes, survey monuments, and natural landmarks contributes to the protection of the heritage, identity, and educational legacy of the citizens of Hays County.

NOW, THEREFORE, BE IT RESOLVED, that:

1. The Hays County Commissioners Court hereby formally recognizes the 1871 Bearing Tree as a historically significant landmark and an irreplaceable monument to the early settlement and surveying history of Hays County.
2. The Hays County Commissioners Court declares that every reasonable effort shall be made to preserve, protect, and avoid damage to the 1871 Bearing Tree, its root zone, canopy, surrounding landscape, and associated historic context.
3. The Hays County Commissioners Court encourages consultation with the Texas Historical Commission, qualified cultural resource professionals, historians, arborists, and survey experts to evaluate appropriate historic designation, landmark protection, and permanent preservation measures for the 1871 Bearing Tree.
4. A copy of this Resolution shall be transmitted to the City of Kyle, Hays County departments, the Texas Historical Commission, and all agencies or entities involved in planning or infrastructure decisions affecting North Old Stagecoach Road.

ADOPTED THIS THE 12TH DAY of MAY, 2026

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Dr. Michelle Cohen
Commissioner, Pct. 2

Morgan Hammer
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:
Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM: J. 2.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Stephanie Robinson

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to authorize reimbursements for lodging, mileage, overtime and meal per diems in the amount of $21,002.95 for Emergency Communication Officer Andrew Dunn who deployed under the Texas Division of Emergency Management's Incident Support Task Force related to the Fire Season Disaster (2026 TX-TFMS-26001) and amend the budget accordingly. **BECERRA/ROBINSON**

Summary:

The Incident Support Task Force, managed by the Texas Division of Emergency Management, was created to assist jurisdictions that have been impacted by an emergency or disaster to recover more efficiently by starting the recovery process early in the response phase.The ISTF team consists of regional coordinators, finance coordinators, and voluntary agency liaisons throughout the state and specialist positions at TDEM headquarters for community and infrastructure recovery, mass care, voluntary organization coordination, as well as team and programmatic expansion.

Fiscal Impact:

Amount Requested: None
Line Item Number: 001-618-99-236.4301
001-618-99-236.5080
001-618-99-236.5081

Budget Office:

Source of Funds: Texas Division of Emergency Management (TDEM) Grant Funds
Budget Amendment Required Y/N?: Yes
Comments: The County utilized its portal to portal reimbursement policy related to ISTF deployments; noted that the County has previously budgeted for the hotel stay and reimbursement related to this deployment.
($19,183) - Increase - Intergovernmental Revenues 001-618-99-236.4301
$14,798 - Increase - Overtime in Kind 001-618-99-236.5081
$ 3,060 - Increase - Salary in Kind 001-618-99-236.5080
$ 1,325 - Increase - Travel 001-618-99-236.5501
($14,798) - Increase - Overtime in Kind 001-618-23.5081
($ 3,060) - Increase - Overtime in Kind 001-618-23.5080

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A
Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: Yes, $ 19,183 in Intergovernmental Revenues
Comments:

Attachments

Invoice Support

Texas Division of Emergency Management

IN STATE MUTUAL AID REIMBURSEMENT INVOICE

Incident/Event:	Wildfire Season 2026				**Category:**	H - Fire Management	
Invoice:	1				**Response:**	46101	
Period Covered:	**From:**	03/20/26	**To:**	04/03/26	**Date Submitted:**	Monday, May 4, 2026	

Remit Payment To: (Make Check Payable to and mailing address info)	Hays County 712 S. Stagecoach Trl. Ste. 1071 San Marcos, Texas, 78666

Copies of Receipts and Payment Vouchers for each claim are attached: ☑ YES ☐ NO

Force Account Labor Cost

Time Cost	Benefit Cost	Subtotal
$ 14,844.27	$ 3,013.39	$ 17,857.66

Labor Cost Total = $ 17,857.66

Travel Cost

Meals	$ 929.00	**Mileage (POV)**	$ 396.58
Lodging	$ 1,792.70	**Rental Vehicle**	$ -
Airfare/ Baggage	$ -	**Fuel/Tolls**	$ 27.01

Travel Cost Total	=	$ 3,145.29
Group Meals Cost Total	=	$ -
Force Account Equipment Cost Total	=	$ -
Materials Cost Total	=	$ -
Contract Work Cost Total	=	$ -
Rented Equipment Cost Total	=	$ -
Repairs and Damages Cost Total	=	$ -
INVOICE SUBTOTAL	=	**$ 21,002.95**

Direct Administration Costs (DAC)

Allowable DAC Amt (5% of Invoice Subtotal)	=	$ -
INVOICE TOTAL	=	**$ 21,002.95**

Description of Services Provided:

I certify that the totals for each category/claim are exact costs expended by the Assisting Agency to perform the services requested. All additional supporting documentation not included with this claim will be maintained by the Assisting Agency for *a period of three years following the final payment to TDEM by FEMA. The supporting documentation may be obtained for audit purposes by notifying the Assisting Agency authorized official named herein, or other appropriate persons. * In accordance with 2 CFR 200.333 - Retention Requirements for Records.

Certified and Approved by:

Printed Name: Marisol Villarreal-Alonzo **Date:** 5/4/2026

Email Address: marisol.alonzo@hayscountytx.gov **Phone Number:** 512-393-2253

HAYS COUNTY SHERIFF'S OFFICE

Employee Information	
Employee	Dunn, Andrew
SO No.	SO10805
DOE:	3/10/2025

Assignment	Work Period	
Dispatch	Year	2026
	Period	Feb 22 - Mar 28
	Earned Accruals:	APRIL
	HOL/OT to be paid:	30-Apr

Month	Day	Hrs. Worked	Code	NS
February	22	12		
February	23			
February	24			
February	25	12		
February	26	12		
February	27			
February	28	0	comp 4	
		36		
March	1			
March	2	12		
March	3	12		
March	4	12		
March	5			
March	6	12	OPS- 12	
March	7	12	OPS- 8	
		60		
March	8	12		
March	9			
March	10	12		
March	11	12		
March	12			
March	13			
March	14	12	OPS-8	1
		48		
March	15	12		1
March	16			
March	17	12		1
March	18	12		1
March	19			
March	20	12	TIFMAS	
March	21	24	TIFMAS	
		72		
March	22	24	TIFMAS	
March	23	24	TIFMAS	
March	24	24	TIFMAS	
March	25	24	TIFMAS	
March	26	24	TIFMAS	
March	27	24	TIFMAS	
March	28	24	TIFMAS	
		168		**4**

Total Hours Worked	384
Sick Used	
Comp Used	4
Vacation Used	
Other	
Observed	
Total Cumulative Hrs	388

Leave Use and Earning Report

Type	Beg.	Used	Earned	Balance
Sick	96	0	8	104
Comp	60	4	4	60
Vac	50	0	7	57
SB	0	0	0	0

* REQUEST COMP: ☑

Additional Pay

* Overtime	188	282
* Straight Time	0	

Holiday Work Sheet

OBS	RDO	WRK
0	0	0

Vacation / Comp Used for Secondary Jobs

Beg	Used	Balance
0	0	0

Military Leave

Beg	Used	Balance
0	0	0

Additional Hours Justification / Notes

3/14 moved to white nights
3 ns worked
add in ECT hours w Cto Lozano
3/10 SC ECO De La Garza | COMP
3/20 1200hrs began TIFMAS deployment

CERTIFICATION

By signing below, I certify that this record is true and correct.

Per Texas Penal Code 37.10 falsifying this document can be punishable by up to two years in a state jail and/or a fine of up to $10,000.

Employee Signature

Supervisor Signature

HAYS COUNTY SHERIFF'S OFFICE

Employee Information	
Employee	Dunn, Andrew
SO No.	SO10805
DOE:	3/10/2025

Assignment	Work Period	
Dispatch	Year	2026
	Period	Mar 29 - Apr 25
	Earned Accruals:	MAY
	HOL/OT to be paid:	29-May

Month	Day	Hrs. Worked	Code	NS
March	29	24	TIFMAS	
March	30	24	TIFMAS	
March	31	24	TIFMAS	
April	1	24	TIFMAS	
April	2	24	TIFMAS	
H April	3	22.5	TIFMAS	
April	4			
		142.5		
April	5			
April	6	12		1
April	7	12		1
April	8			
April	9			
April	10	12		1
April	11	12	SC-8	1
		48		
April	12	12		1
April	13			
April	14			
April	15	12		1
April	16	0	COMP-12	
April	17	0	COMP-4	
April	18			
		24		
April	19			
April	20	12		1
April	21	12		1
April	22			
April	23			
April	24	12		1
April	25	12	SC-8	1
		48		**10**

Leave Use and Earning Report				
Type	Beg.	Used	Earned	Balance
Sick	104	0	8	112
Comp	60	16	16	60
Vac	57	0	7	64
SB	0	0	0	0

* REQUEST COMP: ☑

Additional Pay		
* Overtime	118.5	177.75
* Straight Time	0	

Holiday Work Sheet		
OBS	RDO	WRK
0	0	12

Vacation / Comp Used for Secondary Jobs			Military Leave		
Beg	Used	Balance	Beg	Used	Balance
0	0	0	0	0	0

Additional Hours Justification / Notes

3/29-4/4 TIFMAS deployment

16hrs to comp

Total Hours Worked	262.5
Sick Used	
Comp Used	16
Vacation Used	
Other	
Observed	
Total Cumulative Hrs	278.5

CERTIFICATION

By signing below, I certify that this record is true and correct.

Per Texas Penal Code 37.10 falsifying this document can be punishable by up to two years in a state jail and/or a fine of up to $10,000.

Employee Signature

Supervisor Signature

Hilton Garden Inn - College Station
3081 University Dr E, Bryan 77802
TX US
9797037919
CLLGI_GM@HILTON.COM

Date Range: 2026-03-20 - 2026-04-15
Tax#/ID# :

Guest Folio

Confirmation Number - 3439319905

Primary Guest		ADDN GUESTS	Hilton Honors
Guest Name	Dunn, Andrew		M MEMBER 2722782964
Address	xx		
City, State, Zip Code	San Marcos TX 78666		
Country	US		

Stay Details		Company Details	Other Details	
Check In Date	Mar 20, 2026	Name	Tax Invoice	
Check Out Date	Apr 03, 2026	Tax#/ID#	Tax/Fee Exemption	NO
Room	K1 - 317	PO Number	Tax/Fee Exempt Date	
Source	OTHER	Account Name	**Travel Agent**	
Guests	1/0		IATA	
			Name	

Date	Type	Description	Amount
Mar 20, 2026	Charge	GUEST ROOM	$110.00
Mar 20, 2026	Tax	RM - STATE TAX 6	$6.60
Mar 20, 2026	Tax	RM - COUNTY TAX 2.75	$3.03
Mar 20, 2026	Tax	RM - CITY TAX 7	$7.70
Mar 20, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$0.72
Mar 21, 2026	Charge	GUEST ROOM	$110.00
Mar 21, 2026	Tax	RM - STATE TAX 6	$6.60
Mar 21, 2026	Tax	RM - COUNTY TAX 2.75	$3.03
Mar 21, 2026	Tax	RM - CITY TAX 7	$7.70
Mar 21, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$0.72
Mar 22, 2026	Charge	GUEST ROOM	$110.00
Mar 22, 2026	Tax	RM - STATE TAX 6	$6.60
Mar 22, 2026	Tax	RM - COUNTY TAX 2.75	$3.03
Mar 22, 2026	Tax	RM - CITY TAX 7	$7.70
Mar 22, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$0.72
Mar 23, 2026	Charge	GUEST ROOM	$110.00
Mar 23, 2026	Tax	RM - STATE TAX 6	$6.60
Mar 23, 2026	Tax	RM - COUNTY TAX 2.75	$3.03
Mar 23, 2026	Tax	RM - CITY TAX 7	$7.70
Mar 23, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$0.72
Mar 24, 2026	Charge	GUEST ROOM	$110.00
Mar 24, 2026	Tax	RM - STATE TAX 6	$6.60
Mar 24, 2026	Tax	RM - COUNTY TAX 2.75	$3.03
Mar 24, 2026	Tax	RM - CITY TAX 7	$7.70
Mar 24, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$0.72
Mar 25, 2026	Charge	GUEST ROOM	$110.00
Mar 25, 2026	Tax	RM - STATE TAX 6	$6.60
Mar 25, 2026	Tax	RM - COUNTY TAX 2.75	$3.03
Mar 25, 2026	Tax	RM - CITY TAX 7	$7.70

Check In Time 02:44 PM
Check Out Time 05:18 PM

Reservations hgi.com or +1-877-STAY-HGI

Date	Type	Description	Amount
Mar 25, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$0.72
Mar 26, 2026	Charge	GUEST ROOM	$110.00
Mar 26, 2026	Tax	RM - STATE TAX 6	$6.60
Mar 26, 2026	Tax	RM - COUNTY TAX 2.75	$3.03
Mar 26, 2026	Tax	RM - CITY TAX 7	$7.70
Mar 26, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$0.72
Mar 27, 2026	Charge	GUEST ROOM	$110.00
Mar 27, 2026	Tax	RM - STATE TAX 6	$6.60
Mar 27, 2026	Tax	RM - COUNTY TAX 2.75	$3.03
Mar 27, 2026	Tax	RM - CITY TAX 7	$7.70
Mar 27, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$0.72
Mar 28, 2026	Charge	GUEST ROOM	$110.00
Mar 28, 2026	Tax	RM - STATE TAX 6	$6.60
Mar 28, 2026	Tax	RM - COUNTY TAX 2.75	$3.03
Mar 28, 2026	Tax	RM - CITY TAX 7	$7.70
Mar 28, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$0.72
Mar 29, 2026	Charge	GUEST ROOM	$110.00
Mar 29, 2026	Tax	RM - STATE TAX 6	$6.60
Mar 29, 2026	Tax	RM - COUNTY TAX 2.75	$3.03
Mar 29, 2026	Tax	RM - CITY TAX 7	$7.70
Mar 29, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$0.72
Mar 30, 2026	Payments	MASTER-0056	($768.30)
Mar 30, 2026	Charge	GUEST ROOM	$110.00
Mar 30, 2026	Tax	RM - STATE TAX 6	$6.60
Mar 30, 2026	Tax	RM - COUNTY TAX 2.75	$3.03
Mar 30, 2026	Tax	RM - CITY TAX 7	$7.70
Mar 30, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$0.72
Mar 31, 2026	Charge	GUEST ROOM	$110.00
Mar 31, 2026	Tax	RM - STATE TAX 6	$6.60
Mar 31, 2026	Tax	RM - COUNTY TAX 2.75	$3.03
Mar 31, 2026	Tax	RM - CITY TAX 7	$7.70
Mar 31, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$0.72
Apr 01, 2026	Charge	GUEST ROOM	$110.00
Apr 01, 2026	Tax	RM - STATE TAX 6	$6.60
Apr 01, 2026	Tax	RM - COUNTY TAX 2.75	$3.03
Apr 01, 2026	Tax	RM - CITY TAX 7	$7.70
Apr 01, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$0.72
Apr 02, 2026	Charge	GUEST ROOM	$110.00
Apr 02, 2026	Tax	RM - STATE TAX 6	$6.60
Apr 02, 2026	Tax	RM - COUNTY TAX 2.75	$3.03
Apr 02, 2026	Tax	RM - CITY TAX 7	$7.70
Apr 02, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$0.72
Apr 03, 2026	Payments	MASTER-0320	($1,024.40)

Summary

Type	Amount
GUEST ROOM	$1,540.00
RM - STATE TAX 6	$92.40
RM - COUNTY TAX 2.75	$42.42
RM - CITY TAX 7	$107.80
RM - STATE COST RECOVERY FEE .65	$10.08
CREDIT CARD	($1,792.70)
Folio Balance	**$0.00**

Check In Time 02:44 PM
Check Out Time 05:18 PM

Reservations hgi.com or +1-877-STAY-HGI

HAYS COUNTY, TEXAS

TRAVEL EXPENSE FORM

NAME OF PERSON SUBMITTING REPORT: Andrew Dunn

PURPOSE OF TRAVEL: TDEM / TEMAS Deployment

DESTINATION: College Station | DEPARTURE DATE and TIME: March 20 2026 1200 | RETURN DATE and TIME: April 3 2026 2230

MEALS AND LODGING: Meals are reimbursed at the flat rate listed. *Please note that all meals are taxable as wages when travel does not include overnight stay. Taxes will be withheld through payroll on your month end paycheck. Receipts for all other expenses are necessary for reimbursement. Please attach a copy of the Conference/Meeting Program. Departure/Return time must be completed in order to process.

DATE	BREAKFAST ($16.00 per day)	LUNCH ($19.00 per day)	DINNER ($28.00 per day)	ACTUAL LODGING EXPENSE	DAILY TOTAL
	*Meal reimbursements are taxable wages if not traveling overnight.				
3/20/2026	$ -	$ 19.00	$ 28.00		$ 47.00
3/21/2026	$ 16.00	$ 19.00	$ 28.00		$ 63.00
3/22/2026	$ 16.00	$ 19.00	$ 28.00		$ 63.00
3/23/2026	$ 16.00	$ 19.00	$ 28.00		$ 63.00
3/24/2026	$ 16.00	$ 19.00	$ 28.00		$ 63.00
3/25/2026	$ 16.00	$ 19.00	$ 28.00		$ 63.00
3/26/2026	$ 16.00	$ 19.00	$ 28.00		$ 63.00
3/27/2026	$ 16.00	$ 19.00	$ 28.00		$ 63.00
3/28/2026	$ 16.00	$ 19.00	$ 28.00		$ 63.00
3/29/2026	$ 16.00	$ 19.00	$ 28.00		$ 63.00
3/30/2026	$ 16.00	$ 19.00	$ 28.00		$ 63.00
3/31/2026	$ 16.00	$ 19.00	$ 28.00		$ 63.00
4/1/2026	$ 16.00	$ 19.00	$ 28.00		$ 63.00
4/2/2026	$ 16.00	$ 19.00	$ 28.00		$ 63.00
4/3/2026	$ 16.00	$ 19.00	$ 28.00		$ 63.00

TOTAL MEALS AND LODGING: $ 929.00

TRAVEL AND TRANSPORTATION

Airline, Bus, Train (attach travel ticket)

Personal Auto 547 Miles @ .725 Cents per Mile (shortest route): $ 396.58

Other Travel or Transportation Expense (complete in detail-attach receipts): $ 27.01

TOTAL TRAVEL AND TRANSPORTATION: $ 423.59

OTHER EXPENSES

Conference Registration (attach receipts and copy of program):

Other Expense (explain and attach receipts):

TOTAL OTHER EXPENSES: $ -

TOTAL THIS TRAVEL EXPENSE FORM: $ 1,352.59

TOTAL PRISONER EXPENSE FORM (IF APPLICABLE):

DEDUCT TRAVEL ADVANCE (Shown as negative number):

REQUEST FOR REIMBURSEMENT - OR (DUE TO COUNTY): $ 1,352.59

CERTIFICATION BY EMPLOYEE:

"I certify that the expenses as shown on this form are true and correct statements of expenses incurred by me while traveling on official county business."

Andrew Dunn — Signature of Employee — 04/19/2026 — Date

CERTIFICATION OF OFFICIAL OR DEPARTMENT HEAD:

"I certify that the above named employee received proper authorization for official county travel. I have examined the request for reimbursement and approve the same for payment."

Signature of Official or Department Head — 04/20/2026 — Date

HAYS COUNTY, TEXAS AUTO MILEAGE REIMBURSEMENT FORM

NAME: Andrew Dunn

DEPARTMENT: Sheriff's Office

MILEAGE PERIOD: 3/20/2026 TO: 4/3/2026

DATE	PURPOSE OF TRAVEL	FROM	ODOMETER READING	TO	ODOMETER READING	MILES TRAVELED
3/20/2026	Mobilization	Home	116,434	Lodging-Bryan	116,562	128
3/20/2026	Assignment	Lodging	116,562	TFS HQ	116,572	10
3/21/2026	Rehab	TFS HQ	116,572	Lodging	116,582	10
3/21/2026	Assignment	Lodging	116,582	TFS HQ	116,590	8
3/22/2026	Rehab	TFS HQ	116,590	Meal	116,592	2
3/22/2026	Rehab	Meal	116,592	Lodging	116,601	9
3/22/2026	Supplies	Lodging	116,601	Store	116,604	3
3/22/2026	Assignment	Store	116,604	TFS HQ	116,615	11
3/23/2026	Rehab	TFS HQ	116,615	Lodging	116,624	9
3/23/2026	Assignment	Lodging	116,624	TFS HQ	116,635	11
3/24/2026	Rehab	TFS HQ	116,635	Lodging	116,647	12
3/24/2026	Assignment	Lodging	116,647	TFS HQ	116,656	9
3/25/2026	Rehab	TFS HQ	116,656	Lodging	116,674	18
3/25/2026	Assignment	Lodging	116,674	TFS HQ	116,684	10
3/26/2026	Rehab	TFS HQ	116,684	Lodging	116,694	10
3/26/2026	Assignment	Lodging	116,694	TFS HQ	116,704	10
3/27/2026	Rehab	TFS HQ	116,704	Lodging	116,719	15
3/27/2026	Assignment	Lodging	116,719	TFS HQ	116,729	10
3/28/2026	Rehab	TFS HQ	116,729	Lodging	116,737	8
3/28/2026	Assignment	Lodging	116,737	TFS HQ	116,749	12
3/29/2026	Rehab	TFS HQ	116,749	Lodging	116,759	10
3/29/2026	Assignment	Lodging	116,759	TFS HQ	116,768	9

TOTAL MILEAGE DRIVEN: 334

@ .725 Cents per mile X .725

TOTAL REIMBURSEMENT $ 242.15

CERTIFICATION BY EMPLOYEE:

"I hereby certify that the above automobile mileage was driven by me in my personally owned vehicle in the performance of my

Andrew Dunn 04/19/2026

Signature of Employee Date

[signature] 04/20/2026

Signature of Supervisor Date

HAYS COUNTY, TEXAS

AUTO MILEAGE REIMBURSEMENT FORM

NAME:

DEPARTMENT:

MILEAGE PERIOD: TO:

DATE	PURPOSE OF TRAVEL	FROM	ODOMETER READING	TO	ODOMETER READING	MILES TRAVELED
3/30/2026	Rehab	TFS HQ	116,768	Lodging	116,776	8
3/30/2026	Assignment	Lodging	116,776	TFS HQ	116,791	15
3/31/2026	Rehab	TFS HQ	116,791	Lodging	116,799	8
3/31/2026	Assignment	Lodging	116,799	TFS HQ	116,810	11
4/1/2026	Rehab	TFS HQ	116,810	Lodging	116,818	8
4/1/2026	Assignment	Lodging	116,818	TFS HQ	116,828	10
4/2/2026	Rehab	TFS HQ	116,828	Lodging	116,838	10
4/2/2026	Assignment	Lodging	116,838	TFS HQ	116,848	10
4/3/2026	Rehab	TFS HQ	116,848	Lodging	116,857	9
4/3/2026	Demonb	Lodging	116,857	Home	116,981	124
			-			-
			-			-
			-			-
			-			-
			-			-
			-			-
			-			-
			-			-
			-			-
			-			-
			-			-
			-			-

TOTAL MILEAGE DRIVEN: 213

@ .725 Cents per mile X .725

TOTAL REIMBURSEMENT $ 154.43

CERTIFICATION BY EMPLOYEE:

"I hereby certify that the above automobile mileage was driven by me in my personally owned vehicle in the performance of my

Signature of Employee — Date: 04/19/2026

Signature of Supervisor — Date: 04/20/2026

AGENDA ITEM REQUEST FORM: J. 3.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Mike Jones

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to adopt an order authorizing the sale of fireworks beginning the Wednesday before the last Monday in May (May 20th) and ending at midnight on the last Monday in May (May 25th) 2026, determine whether drought conditions exist and whether to adopt an order under Section 352.051 of the Texas Local Government Code, prohibiting the sale or use of restricted fireworks, defined as "skyrockets with sticks" and "missiles with fins", in the unincorporated area of Hays County, providing for the expiration of said order if the Texas A&M Forest Service determines that drought conditions no longer exist prior to end of the sales period for the Memorial Day fireworks season. **BECERRA/M.JONES**

Summary

Summary
Texas Occupations Code § 2154.202. Retail Fireworks Permit
(a) A person selling fireworks directly to the public must annually obtain a nonrenewable retail fireworks permit for each retail location.
(b) The commissioner shall set and collect a retail fireworks permit fee in an amount not to exceed $20.
(c) The commissioner shall provide for the sale of a retail fireworks permit through an Internet website. A person may purchase a permit on the website. The Texas Department of Insurance shall post a link to the website on the department's Internet website .
(d) Repealed by Acts 2023, 88th Leg., ch. 832 (H.B. 2259), § 2.
(e) A retail fireworks permit expires on January 31 each year and is not renewable.
(f) Repealed by Acts 2023, 88th Leg., ch. 832 (H.B. 2259), § 2.
(g) Except as provided by Subsection (h), a retail fireworks permit holder may sell fireworks only to the public, and only during periods:
(1) beginning June 24 and ending at midnight on July 4;
(2) beginning December 20 and ending at midnight on January 1 of the following year; and
(3) beginning May 1 and ending at midnight on May 5 if the fireworks are sold at a location that is not more than 100 miles from the Texas-Mexico border and that is in a county in which the commissioners court of the county has approved the sale of fireworks during the period.
(h) In addition to the periods during which the sale of fireworks is authorized under Subsection (g), the commissioners court of a county by order may allow a retail fireworks permit holder to sell fireworks in that county only to the public and only during one or more of the following periods:
(1) beginning February 25 and ending at midnight on March 2;
(2) beginning April 16 and ending at midnight on April 21;
(3) beginning the Wednesday before the last Monday in May and ending at midnight on the last Monday in May; and
(4) beginning five days before the first day of Diwali and ending at midnight on the last day of Diwali.

Attachments

Memorial Day Fireworks Resolution
Order Prohibiting Sticks and Fins

ORDER AUTHORIZING MEMORIAL DAY FIREWORKS SALES

WHEREAS, the Hays County Commissioners Court is authorized under Occupations Code Section 2154.202(h)(3), to adopt an order allowing retail fireworks permit holders to sell fireworks to the public in celebration of Memorial Day; and

WHEREAS, on this day, the Commissioners Court has determined that circumstances are favorable to issue such an Order, except for certain restricted fireworks prohibited due to drought conditions;

NOW, THEREFORE, the Commissioners Court adopts this Order authorizing the sale of fireworks to the public by retail fireworks permit holders during the Memorial Day period beginning May 20, 2026 and ending at midnight May 25, 2026.

ADOPTED by the Hays County Commissioners on this 12th day of May, 2026.

_____
Judge Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Hays County Commissioner, Pct. 1

_____
Dr. Michelle Cohen
Hays County Commissioner, Pct. 2

_____
Morgan Hammer
Hays County Commissioner, Pct. 3

_____
Walt Smith
Hays County Commissioner, Pct. 4

ATTEST:

_____
Elaine Cardenas, MBA, PhD

Hays County Clerk

STATE OF TEXAS §

COUNTY OF HAYS §

ORDER PROHIBITING CERTAIN FIREWORKS
IN UNINCORPORATED AREAS OF HAYS COUNTY, TEXAS

WHEREAS, the Texas A&M Forest Service has determined that drought conditions exist in Hays County, Texas; and

WHEREAS, the Commissioners Court of Hays County is authorized under Texas Local Government Code Section 352.051, to issue an order restricting or prohibiting the sale or use of restricted fireworks in the unincorporated areas of the County; and

WHEREAS, on the 12th day of May, 2026, the Commissioners Court of Hays County has determined that the normal danger of fire in the unincorporated areas of Hays County is greatly enhanced by the extremely dry conditions now existing.

NOW, THEREFORE, the Commissioners Court of Hays County adopts this Order prohibiting the sale or use of restricted fireworks in the unincorporated areas of Hays County, Texas, as follows:

A. A person may not sell or in any way use fireworks classified under 49 C.F.R. part 173.100(r)(2) (10-01-86 edition) as "skyrockets with sticks" or "missiles with fins" in any portion of the unincorporated areas of Hays County.
B. This Order does not prohibit "permissible fireworks" as authorized in Occupations Code Section 2154.003(a).
C. A person commits an offense if the person knowingly or intentionally violates a prohibition established by this Order. An offense under this order is a Class C Misdemeanor.
D. This order is effective upon execution by the County and expires on the date the Texas A&M Forest Service determines drought conditions no longer exist.

Approved this the 12th day of May, 2026, by the Hays County Commissioners Court.

_____
Ruben Becerra
Hays County Judge

ATTEST:

_____
Elaine Cardenas
Hays County Clerk

AGENDA ITEM REQUEST FORM: J. 4.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Hipolito

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to authorize the Sheriff's Office to provide qualified retired law enforcement officers an opportunity to demonstrate weapons proficiency and issue certificates of proficiency pursuant to Section 1701.357 of the Texas Occupations Code. **INGALSBE/HIPOLITO**

Summary

Under state law, the head of a local law enforcement agency may, but is not required to, allow a qualified retired law enforcement officer to demonstrate and obtain a certificate of weapons proficiency locally. The Sheriff's Office wishes to offer a local weapons proficiency program for the convenience of qualified retired law enforcement officers. A county law enforcement agency must obtain approval of the program from the commissioners court before issuing a certificate of proficiency.

AGENDA ITEM REQUEST FORM: J. 5.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Stephanie Hunt

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to execute an updated Service Provider Agreement between Certified Payments and Hays County to allow the use of Certified Payments as the new payment processor for the Justice of the Peace Precinct 1.1, 1.2, 2.1, 2.2, 3, 4, and 5 Offices, and the Treasurer's Office and ratify the execution of the Bureau Setup Forms. The District Clerk, County Clerk, Development services, and Transportation Department currently utilize Certified payments as their payment processor and will continue under this new agreement and authorize a discretionary exemption pursuant to Texas Local Government Code, Chapter 262.024 (a)(4) . **BECERRA/HUNT**

Summary:

The Justice of the Peace Precinct 1.1, 1.2, 2.1, 2.2, 3, 4, and 5 Offices, and the Treasurer's Office are requesting to switch payment processors to certified payments. The District Clerk, County Clerk, Development services, and Transportation Department currently utilize Certified payments as their payment processor and will continue under this new agreement.

Fiscal Impact:

Amount Requested: None
Line Item Number: N/A

Budget Office:

Source of Funds: Payee
Budget Amendment Required Y/N?: No
Comments: Certified payment fees are paid by the consumer at no cost to the County.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: authorize a discretionary exemption pursuant to Texas Local Government Code, Chapter 262.024 (a)(4)

Auditor's Office:

G/L Account Validated Y/N?: N/A
New Revenue Y/N?: N/A
Comments: Reconciliations are performed of funds received via Certified Payments and Court Cost Receipts.

Attachments

JP 4 - Bureau Setup Form
JP 5 - Bureau Setup Form
JP 3 - Bureau Setup Form
JP 2.2 - Bureau Setup Form
JP 2.1 - Bureau Setup Form
JP 1.2 - Bureau Setup Form
JP 1.1 - Bureau Setup Form
Draft - Service Provider Agreement

Certified Payments Bureau Setup Form

Please complete this form once for each unique bureau code you would like to be created for your organization.

Bureau Location Information

Description Area

Please provide the following general information about your organization.

Bureau/Agency Name *

HAYS COUNTY JP 4

Street Address*

712 S. STAGECOACH TRAIL, STE. 1094

City*

San Marcos

State*

Texas

5-Digit ZIP/Postal Code*

78666

Bureau Time Zone*

Central Standard Time

Bureau Phone*

512-393-2236

Payment Acceptance Options (Check all that Apply)*

- [x] **In Person - Over the Counter**
- [x] **Online - Via the Web or by call to your office.**
- [x] **Over the Phone - Self-Service IVR Telephone System**

County decided to set up a Customized IVR in the future so they don't want IVR on the individual JPs.

NOTE: Certified Payments will setup up separate bureau codes for both "In Person" and "Online" payments for ease of reconciliation. For those clients also accepting "Over the Phone/IVR" payments, those transactions can be included with the "Online" payments or they can be assigned a separate bureau code. Please make your selection below.

Bureau Code Option*

- (●) **Include Over the Phone/IVR transactions with Online transactions.**
- ( ) **Include Over the Phone/IVR transactions in a separate bureau code.**
- ( ) **Not Applicable**

Bureau Description

COURT COSTS, FINES & FEES

Bureau Website*

www.hayscountytx.gov/justice-of-the-peace-precinct-4-jpdripping-springs

Sales Representative

Carolyn Cussac (Deluxe MS)
Daniel Cullinane (Deluxe MS)
DJ Tenorio (Deluxe MS)
Emily Barr (Deluxe MS)
Forrest Collett (Deluxe MS)
Jack Grubin (Deluxe MS)
Jason Bergeron (Deluxe MS)
Jonathan Stoops (Deluxe MS)

Administrator Contact Information

Please provide contact information for the individual that will serve as the bureau account adminstrator. This person will have full administrative rights for the bureau, including requesting refunds and administering additional users.

First Name*

KYM

Last Name*

FLORES

Title

FINANCIAL ANALYST III

Email*

KIMBERLY.FLORES@HAYSCOUNTYTX.GOV

Phone*

512-393-2236

Customer Service Notifications Contact Information

Please provide the contact information for the individual that should receive notifications about releases, maintenance, etc.

Same as Administrator

(●) **Yes** ( ) **No**

If No is selected, please ensure these fields are populated. This person will be setup as an additional CertPay user.

First Name*

KYM

Last Name*

FLORES

Title

FINANCIAL ANALYST III

Email*

KIMBERLY.FLORES@HAYSCOUNTYTX.GOV

Phone*

512-393-2236

Chargeback Notifications Contact Information

Please provide the contact information for the individual that should receive notifications about credit card chargebacks.

Same as Administrator

(●) **Yes** ( ) **No**

Same as Customer Service Notifications

(●) **Yes** ( ) **No**

If No is selected for both items above, please ensure these fields are populated. This person will be setup as an additional CertPay user.

First Name*

KYM

Last Name*

FLORES

Title

FINANCIAL ANALYST III

Email*

KIMBERLY.FLORES@HAYSCOUNTYTX.GOV

~~Phone~~*

~~512-393-2236~~

Previous Payment Acceptance Information

In the following fields, please provide your best estimates based on the last 12 months of collections.

What is the highest amount you anticipate you will ever accept in a single transaction? This can be a rough estimate.

Highest Ticket $*

3,000.00

What is the highest amount you anticipate you will ever accept in a single month in credit card payments? This can be a rough estimate.

Highest Monthly Volume $*

35,000.00

Credit Card Funding Options

Net funding results in the net total of your day's credit card transactions, refunds and posted chargebacks funding to you in one lump sum. Gross funding results in potentially three postings to your account: one for the day's payment transactions, another for the total of any refunds processed on your account during the day, and a third for the total of any chargebacks that were applied to your account that day. If you opt for Gross funding, please be sure to remove any debit blockers from your bank account.

Credit Card Funding Type*

Net

If you would like to have your credit card funding to be delayed to better align it with your eCheck (ACH) funding, please indicate below.

Do You Want to Delay CC Funding to Match
eCheck Funding Timing?

○ Yes ◉ No

eCheck Funding Options

Net funding results in the net total of your day's eCheck transactions, refunds and late rejects (declines) funding to your account in one lump sum. Gross funding results in potentially two postings to your account: one for the day's payment transactions and another for the total of any late rejects (declines) that were received that day. Gross Detailed funding results in one posting to your account for the day's payment transactions and individual postings for each late reject (decline) that is received during the day. If you opt for Gross or Gross Detailed funding, please be sure to remove any debit blockers from your bank account.

eCheck Funding Option*

Net JP changed mind about echecks, per email from county

By default, eCheck funding is delayed by 72 hours to automatically pull back from funding any eCheck transaction that immediately rejects from the account-holding bank (common reject reasons being "Insufficient Funds" or "Unable to Locate Account"). If you would like to request faster funding, please indicate it here and Certified Payments will review your request during the setup phase.

eCheck - Funding Delay*

72-Hour

Additional Details

Please provide us with any additional information you believe we should know regarding your setup. For example, if you need customers to be redirected to your site if they come to the Certified Payments site directly, please provide that link here.

Additional Go-Live/Implementation Details

PUT A NOTE ON 1ST PAYMENT PAGE, REQUIRED:
DRIVER LICENSE #
I ACCEPT A PLEA OF "GUILTY" OR I ACCEPT A PLEA OF "NO CONTEST"

Payment Items

Certified Payments Consumer Web and QuickSTI Counter Payments are customizable in many ways. These options can assist you in accounting for different payment types and applying payments appropriately.

Payment Items are added to identify categories or items in a department's fee schedule (Property Tax, Vehicle Tax, Building Permit, Utility Payment, Business License). The Payment Item Description will appear in the transaction detail and can be added as a column in the Detail Report.

Would you like to add a Payment Item?

○ **Yes** ◉ **No**

Reference Fields

Certified Payments Consumer Web and QuickSTI Counter Payments are customizable in many ways. These options can assist you in accounting for different payment types and applying payments appropriately.

The **Reference Field** is a unique identifier for the Payment Item, such as Account Number, Permit Number or Citation Number. It can be alpha-numeric and can be limited to the number of characters allowed. If no Reference Field requirements please enter "Not Applicable". The default will state Reference Number.

Would you like to include a Reference Field?*

◉ **Yes** ○ **No**

Reference Field 1

Reference Field 1*

CITATION # OR CASE #

Comments Field

An optional **Comments Field** can be added to each line item during the payment. This is helpful as an additional Reference Field or for customer-entered details and will appear in the transaction details and on the Detail Report. The default length is 100 characters.

Would you like to add a Comments Field?

○ **Yes** ◉ **No**

Private Label Branding

CertPay Consumer Web allows for custom branding of payment pages with a logo or graphic to match the look and feel of the agency's website. The image must be a PNG file, 300x300 pixels or smaller. If you need help creating a .PNG file, please contact your Sales Representative or assigned Account Executive.

If you enable Private Label, we will send you a unique link to your specific payment page. If you upload a logo below, we will add this logo to the header of your specific payment page.

Add Private Label?*

No

Upload Logo or Graphic File

image.png
image.png
image.png

~~Third Party Integration~~

~~If you are working with a third party software company that will communicate directly with Certified Payments, please provide us with their contact information below.~~

~~Is integration between a third party software company and Certified Payments required?*~~

~~Yes~~ ~~No~~

~~POS Equipment Deployment & Installation~~

~~Certified Payments has a number of equipment options for POS/Counter payments. Please complete the following information for counter payments. If EMV chip card readers will be deployed, an administrative level technical contact is required to complete the installation.~~

~~If you intend to accept over the counter payments using EMV card terminals, please provide the number of payment stations where payments will be accepted.~~

~~# of Payment Stations*~~

~~2~~

~~If you intend to use existing card terminals that were provided to you previously by Certified Payments, please provide a list of the number of existing devices and the associated model(s).~~

~~Existing Card Terminal Information~~

~~N/A~~

~~If you are requesting additional devices, please provide the number of devices needed in the field below. Please note, if the existing paperwork does not include a request for new devices, the Account Executive team will work with your sales representative on your request.~~

~~Number of Additional Card Terminals~~

~~0~~

Bureau Banking Information

New Clients: Please upload a copy of a voided check or bank letter (must be on bank letterhead) on the above-referenced bank account.

Voided Check or Bank Letter*

image.png
image.png
image.png

Bureau Acceptance

Full Name and Title *

ELIZABETH OSORIO FIRST ASSISTANT TREASURER

Date *

03/30/2026

Certified Payments Bureau Setup Form

Please complete this form once for each unique bureau code you would like to be created for your organization.

Bureau Location Information

Description Area

Please provide the following general information about your organization.

Bureau/Agency Name *

HAYS COUNTY JP 5

Street Address*

712 S. STAGECOACH TRAIL, STE. 1094

City*

San Marcos

State*

Texas

5-Digit ZIP/Postal Code*

78666

Bureau Time Zone*

Central Standard Time

Bureau Phone*

512-393-2236

Payment Acceptance Options (Check all that Apply)*

- [x] **In Person - Over the Counter**
- [x] **Online - Via the Web or by call to your office.**
- [x] **Over the Phone - Self-Service IVR Telephone System**

County decided to set up a Customized IVR in the future so they don't want IVR on the individual JPs.

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Bureau Description

COURT COSTS, FINES & FEES

Bureau Website*

www.hayscountytx.gov/justice-of-the-peace-precinct-5-Buda

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POS Equipment Deployment & Installation

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If you intend to accept over-the-counter payments using EMV card terminals, please provide the number of payment stations where payments will be accepted.

# of Payment Stations*

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If you intend to use existing card terminals that were provided to you previously by Certified Payments, please provide a list of the number of existing devices and the associated model(s).

Existing Card Terminal Information

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Number of Additional Card Terminals

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New Clients: Please upload a copy of a voided check or bank letter (must be on bank letterhead) on the above-referenced bank account.

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image.png
image.png
image.png

Bureau Acceptance

Full Name and Title *

ELIZABETH OSORIO FIRST ASSISTANT TREASURER

Date *

03/30/2026

Certified Payments Bureau Setup Form

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Bureau Location Information

Description Area

Please provide the following general information about your organization.

Bureau/Agency Name *

HAYS COUNTY JP 3

Street Address*

712 S. STAGECOACH TRAIL, STE. 1094

City*

San Marcos

State*

Texas

5-Digit ZIP/Postal Code*

78666

Bureau Time Zone*

Central Standard Time

Bureau Phone*

512-393-2236

Payment Acceptance Options (Check all that Apply)*

County decided to set up a Customized IVR in the future so they don't want IVR on the individual JPs.

- [x] **In Person - Over the Counter**
- [x] **Online - Via the Web or by call to your office.**
- [x] ~~**Over the Phone - Self-Service IVR Telephone System**~~

NOTE: Certified Payments will setup up separate bureau codes for both "In Person" and "Online" payments for ease of reconciliation. For those clients also accepting "Over the Phone/IVR" payments, those transactions can be included with the "Online" payments or they can be assigned a separate bureau code. Please make your selection below.

Bureau Code Option*

- (●) ~~**Include Over the Phone/IVR transactions with Online transactions.**~~
- ( ) **Include Over the Phone/IVR transactions in a separate bureau code.**
- ( ) **Not Applicable**

Bureau Description

COURT FINES & FEES

Bureau Website*

www.hayscountytx.gov/justice-of-the-peace-precint-3-wimberley

Sales Representative

Carolyn Cussac (Deluxe MS)
Daniel Cullinane (Deluxe MS)
DJ Tenorio (Deluxe MS)
Emily Barr (Deluxe MS)
Forrest Collett (Deluxe MS)
Jack Grubin (Deluxe MS)
Jason Bergeron (Deluxe MS)
Jonathan Stoops (Deluxe MS)

Administrator Contact Information

Please provide contact information for the individual that will serve as the bureau account adminstrator. This person will have full administrative rights for the bureau, including requesting refunds and administering additional users.

First Name*

KYM

Last Name*

FLORES

Title

FINANCIAL ANALYST III

Email*

KIMBERLY.FLORES@HAYSCOUNTYTX.GOV

Phone*

512-393-2236

Customer Service Notifications Contact Information

Please provide the contact information for the individual that should receive notifications about releases, maintenance, etc.

Same as Administrator

(●) **Yes** ( ) **No**

If No is selected, please ensure these fields are populated. This person will be setup as an additional CertPay user.

First Name*

KYM

Last Name*

FLORES

Title

FINANCIAL ANALYST III

Email*

KIMBERLY.FLORES@HAYSCOUNTYTX.GOV

Phone*

512-393-2236

Chargeback Notifications Contact Information

Please provide the contact information for the individual that should receive notifications about credit card chargebacks.

Same as Administrator

(●) **Yes** ( ) **No**

Same as Customer Service Notifications

(●) **Yes** ( ) **No**

If No is selected for both items above, please ensure these fields are populated. This person will be setup as an additional CertPay user.

First Name*

KYM

Last Name*

FLORES

Title

FINANCIAL ANALYST III

Email*

KIMBERLY.FLORES@HAYSCOUNTYTX.GOV

Phone*

512-393-2236

Previous Payment Acceptance Information

In the following fields, please provide your best estimates based on the last 12 months of collections.

What is the highest amount you anticipate you will ever accept in a single transaction? This can be a rough estimate.

Highest Ticket $*

1,000.00

What is the highest amount you anticipate you will ever accept in a single month in credit card payments? This can be a rough estimate.

Highest Monthly Volume $*

15,000.00

Credit Card Funding Options

Net funding results in the net total of your day's credit card transactions, refunds and posted chargebacks funding to you in one lump sum. Gross funding results in potentially three postings to your account: one for the day's payment transactions, another for the total of any refunds processed on your account during the day, and a third for the total of any chargebacks that were applied to your account that day. If you opt for Gross funding, please be sure to remove any debit blockers from your bank account.

Credit Card Funding Type*

Net

If you would like to have your credit card funding to be delayed to better align it with your eCheck (ACH) funding, please indicate below.

Do You Want to Delay CC Funding to Match
eCheck Funding Timing?

○ Yes ◉ No

eCheck Funding Options

Net funding results in the net total of your day's eCheck transactions, refunds and late rejects (declines) funding to your account in one lump sum. Gross funding results in potentially two postings to your account: one for the day's payment transactions and another for the total of any late rejects (declines) that were received that day. Gross Detailed funding results in one posting to your account for the day's payment transactions and individual postings for each late reject (decline) that is received during the day. If you opt for Gross or Gross Detailed funding, please be sure to remove any debit blockers from your bank account.

eCheck Funding Option*

Net JP changed mind about echecks, per email from county

By default, eCheck funding is delayed by 72 hours to automatically pull back from funding any eCheck transaction that immediately rejects from the account-holding bank (common reject reasons being "Insufficient Funds" or "Unable to Locate Account"). If you would like to request faster funding, please indicate it here and Certified Payments will review your request during the setup phase.

eCheck - Funding Delay*

72-Hour

Additional Details

Please provide us with any additional information you believe we should know regarding your setup. For example, if you need customers to be redirected to your site if they come to the Certified Payments site directly, please provide that link here.

Additional Go-Live/Implementation Details

PUT A NOTE ON THE 1ST PAYMENT PAGE, REQUIRED:
DRIVER LICENSE #
I ACCEPT A PLEA OF "GUILTY" OR I ACCEPT A PLEA OF "NO CONTEST"

Payment Items

Certified Payments Consumer Web and QuickSTI Counter Payments are customizable in many ways. These options can assist you in accounting for different payment types and applying payments appropriately.

Payment Items are added to identify categories or items in a department's fee schedule (Property Tax, Vehicle Tax, Building Permit, Utility Payment, Business License). The Payment Item Description will appear in the transaction detail and can be added as a column in the Detail Report.

Would you like to add a Payment Item?

○ **Yes** ◉ **No**

Reference Fields

Certified Payments Consumer Web and QuickSTI Counter Payments are customizable in many ways. These options can assist you in accounting for different payment types and applying payments appropriately.

The **Reference Field** is a unique identifier for the Payment Item, such as Account Number, Permit Number or Citation Number. It can be alpha-numeric and can be limited to the number of characters allowed. If no Reference Field requirements please enter "Not Applicable". The default will state Reference Number.

Would you like to include a Reference Field?*

◉ **Yes** ○ **No**

Reference Field 1

Reference Field 1*

CITATION # OR CASE #

Comments Field

An optional **Comments Field** can be added to each line item during the payment. This is helpful as an additional Reference Field or for customer-entered details and will appear in the transaction details and on the Detail Report. The default length is 100 characters.

Would you like to add a Comments Field?

○ **Yes** ◉ **No**

Private Label Branding

CertPay Consumer Web allows for custom branding of payment pages with a logo or graphic to match the look and feel of the agency's website. The image must be a PNG file, 300x300 pixels or smaller. If you need help creating a .PNG file, please contact your Sales Representative or assigned Account Executive.

If you enable Private Label, we will send you a unique link to your specific payment page. If you upload a logo below, we will add this logo to the header of your specific payment page.

Add Private Label?*

No

Upload Logo or Graphic File

image.png
image.png
image.png

Third Party Integration

If you are working with a third party software company that will communicate directly with Certified Payments, please provide us with their contact information below.

Is integration between a third party software company and Certified Payments required?*

Yes No

POS Equipment Deployment & Installation

Certified Payments has a number of equipment options for POS/Counter payments. Please complete the following information for counter payments. If EMV chip card readers will be deployed, an administrative-level technical contact is required to complete the installation.

If you intend to accept over-the-counter payments using EMV card terminals, please provide the number of payment stations where payments will be accepted.

# of Payment Stations*

1

If you intend to use existing card terminals that were provided to you previously by Certified Payments, please provide a list of the number of existing devices and the associated model(s).

Existing Card Terminal Information

N/A

If you are requesting additional devices, please provide the number of devices needed in the field below. Please note, if the existing paperwork does not include a request for new devices, the Account Executive team will work with your sales representative on your request.

Number of Additional Card Terminals

0

Bureau Banking Information

New Clients: Please upload a copy of a voided check or bank letter (must be on bank letterhead) on the above-referenced bank account.

Voided Check or Bank Letter*

image.png
image.png
image.png

Bureau Acceptance

Full Name and Title *

ELIZABETH OSORIO FIRST ASSISTANT TREASURER

Date *

03/31/2026

deluxe

Certified Payments Bureau Setup Form

Please complete this form once for each unique bureau code you would like to be created for your organization.

Bureau Location Information

Description Area

Please provide the following general information about your organization.

Bureau/Agency Name *

HAYS COUNTY JP 2-2

Street Address*

712 S. STAGECOACH TRAIL, STE. 1094

City*

San Marcos

State*

Texas

5-Digit ZIP/Postal Code*

78666

Bureau Time Zone*

Central Standard Time

Bureau Phone*

512-393-2236

Customer Service Notifications Contact Information

Please provide the contact information for the individual that should receive notifications about releases, maintenance, etc.

Same as Administrator

(●) Yes ( ) No

If No is selected, please ensure these fields are populated. This person will be setup as an additional CertPay user.

First Name*

KYM

Last Name*

FLORES

Title

FINANCIAL ANALYST III

Email*

KIMBERLY.FLORES@HAYSCOUNTYTX.GOV

Phone*

512-393-2236

Chargeback Notifications Contact Information

Please provide the contact information for the individual that should receive notifications about credit card chargebacks.

Same as Administrator

(●) Yes ( ) No

Same as Customer Service Notifications

(●) Yes ( ) No

If No is selected for both items above, please ensure these fields are populated. This person will be setup as an additional CertPay user.

First Name*

KYM

Last Name*

FLORES

Title

FINANCIAL ANALYST III

Email*

KIMBERLY.FLORES@HAYSCOUNTYTX.GOV

Please provide us with any additional information you believe we should know regarding your setup. For example, if you need customers to be redirected to your site if they come to the Certified Payments site directly, please provide that link here.

Additional Go-Live/Implementation Details

PUT A NOTE ON THE 1ST PAYMENT PAGE, REQUIRED:
DRIVER LICENSE #
I ACCEPT A PLEA OF "GUILTY" OR I ACCEPT A PLEA OF "NO CONTEST"

Payment Items

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Payment Items are added to identify categories or items in a department's fee schedule (Property Tax, Vehicle Tax, Building Permit, Utility Payment, Business License). The Payment Item Description will appear in the transaction detail and can be added as a column in the Detail Report.

Would you like to add a Payment Item?

○ Yes ◉ No

Reference Fields

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Would you like to include a Reference Field?*

◉ Yes ○ No

Reference Field 1

Reference Field 1*

CITATION # OR CASE #

Comments Field

An optional **Comments Field** can be added to each line item during the payment. This is helpful as an additional Reference Field or for customer-entered details and will appear in the transaction details and on the Detail Report. The default length is 100 characters.

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If you enable Private Label, we will send you a unique link to your specific payment page. If you upload a logo below, we will add this logo to the header of your specific payment page.

Full Name and Title *

ELIZABETH OSORIO FIRST ASSISTANT TREASURER

Date *

03/31/2026

deluxe

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Please complete this form once for each unique bureau code you would like to be created for your organization.

Bureau Location Information

Description Area

Please provide the following general information about your organization.

Bureau/Agency Name *

HAYS COUNTY JP 2-1

Street Address*

712 S. STAGECOACH TRAIL, STE. 1094

City*

San Marcos

State*

Texas

5-Digit ZIP/Postal Code*

78666

Bureau Time Zone*

Central Standard Time

Bureau Phone*

512-393-2236

Customer Service Notifications Contact Information

Please provide the contact information for the individual that should receive notifications about releases, maintenance, etc.

Same as Administrator

(•) Yes ( ) No

If No is selected, please ensure these fields are populated. This person will be setup as an additional CertPay user.

First Name*

KYM

Last Name*

FLORES

Title

FINANCIAL ANALYST III

Email*

KIMBERLY.FLORES@HAYSCOUNTYTX.GOV

Phone*

512-393-2236

Chargeback Notifications Contact Information

Please provide the contact information for the individual that should receive notifications about credit card chargebacks.

Same as Administrator

(•) Yes ( ) No

Same as Customer Service Notifications

(•) Yes ( ) No

If No is selected for both items above, please ensure these fields are populated. This person will be setup as an additional CertPay user.

First Name*

KYM

Last Name*

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Title

FINANCIAL ANALYST III

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Full Name and Title *

ELIZABETH OSORIO FIRST ASSISTANT TREASURER

Date *

03/30/2026

deluxe

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Please complete this form once for each unique bureau code you would like to be created for your organization.

Bureau Location Information

Description Area

Please provide the following general information about your organization.

Bureau/Agency Name *

HAYS COUNTY JP 1-2

Street Address*

712 S. STAGECOACH TRAIL, STE. 1094

City*

San Marcos

State*

Texas

5-Digit ZIP/Postal Code*

78666

Bureau Time Zone*

Central Standard Time

Bureau Phone*

512-393-2236

Customer Service Notifications Contact Information

Please provide the contact information for the individual that should receive notifications about releases, maintenance, etc.

Same as Administrator

(●) Yes ( ) No

If No is selected, please ensure these fields are populated. This person will be setup as an additional CertPay user.

First Name*

KYM

Last Name*

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Title

FINANCIAL ANALYST III

Email*

KIMBERLY.FLORES@HAYSCOUNTYTX.GOV

Phone*

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Chargeback Notifications Contact Information

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Same as Administrator

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Same as Customer Service Notifications

(●) Yes ( ) No

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First Name*

KYM

Last Name*

FLORES

Title

FINANCIAL ANALYST III

Email*

KIMBERLY.FLORES@HAYSCOUNTYTX.GOV

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Reference Field 1

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Full Name and Title *

ELIZABETH OSORIO FIRST ASSISTANT TREASURER

Date *

03/31/2026

deluxe

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Description Area

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Bureau/Agency Name *

HAYS COUNTY JP 1-1

Street Address*

712 S. STAGECOACH TRAIL, STE. 1094

City*

San Marcos

State*

Texas

5-Digit ZIP/Postal Code*

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Same as Administrator

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First Name*

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Same as Administrator

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First Name*

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Title

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KIMBERLY.FLORES@HAYSCOUNTYTX.GOV

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Additional Go-Live/Implementation Details

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Would you like to include a Reference Field?*

◉ Yes ○ No

Reference Field 1

Reference Field 1*

CITATION # OR CASE #

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Full Name and Title *

ELIZABETH OSORIO FIRST ASSISTANT TREASURER

Date *

03/30/2026

deluxe

SERVICE PROVIDER AGREEMENT
CREDIT CARD AND ECHECK PROCESSING
for Government Entities

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is made and entered into by and between Govolution, LLC ("Deluxe"), with offices at 100 Throckmorton Street, Suite 1800, Fort Worth, TX 76102 and Hays County, TX ("Agency"), 712 South Stagecoach Trail, Suite 1094 (street address), San Marcos, Texas 78666 (c/s/z).

RECITALS

WHEREAS, Agency desires to accept electronic payments from individuals or entities ("Customers") which may include payments by Credit Card, pin-less Debit Card, pin-entry Debit Card and electronic ACH ("Agency Payments").

WHEREAS, Deluxe is a third-party service provider that desires to process Agency Payments on behalf of Agency ("Services").

WHEREAS, Agency desires to engage Deluxe to act on behalf of Agency in providing the Services and Deluxe desires to provide the Services subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, and the mutual promises set forth below, the parties hereto agree as follows:

1. DEFINITIONS. As used herein, the following terms have the meanings set forth below:

"ACH" (Automated Clearing House) is a clearing and settlement facility for the interchange of electronic debits and credits among financial institutions. "ACH Entries" are the electronic transactions initiated and authorized by Agency's customers and processed by Deluxe.

"ACH Network" means the funds transfer system governed by the Rules of NACHA which provides for the interbank clearing of electronic entries for participating financial institutions.

"ACH Origination Service Agreement" shall mean the contractual agreement between Deluxe and an ODFI.

"ACH Returns" is the process of returning and settling funds that were dishonored by the RDFI and returned to the ODFI.

"Agency Bank" is the Depository Financial Institution where the Agency Bank account is maintained for access by Deluxe to credit and debit financial payment transactions under this agreement.

"Agency Bank Account" is the bank account Agency has established with Agency Bank for credit card and debit card deposits and/or settlement of ACH credit and debit entries from Agency's Customers as provided under the terms of this Agreement, and any Exhibits attached hereto. The Agency Bank Account will also be used for credits and debits incurred in connection with any chargebacks, refunds, reversed or returned electronic payments.

"Bureau Code" is the unique seven (7) digit Agency identifier assigned to Agency by Deluxe.

"Card Issuing Bank" is a financial institution that issues cards and contracts with its cardholders for billing and payment of transactions.

"Card Brands" are membership corporations of financial institutions that issue cards for payments of goods and services, provide card products and establish the rules and regulations governing member participation in card programs.

"Card Holder" is an authorized user of a payment card issued by a Card Issuing Bank.

"Chargeback" is a transaction whereby the Card Issuing Bank reverses the Agency's Payment.

"Service Fee" means the fee charged by Deluxe to Customers for the convenience of using the Services in making an Agency Payment.
"Credit Card" refers to a pin-less debit card or credit card issued to a Customer for payment of goods and services.

"Customer" means Agency's customer or taxpayer who submits a payment through Deluxe for processing.

"Debit Card" refers to a pin-entry debit card issued to a customer for payment of goods and services.

"Front-End Processor" is an authorization service through which Card Issuing Banks can approve or decline individual card transactions.

"IVR" means Integrated Voice Response system.

"MXP" means Mid-America Payment Exchange.

"NACHA" means the National Automated Clearing House Association that establishes the standards, rules and procedures that enable depository financial institutions to exchange ACH payments on a national basis.

"NACHA Rules" means the then-current National Automated Clearing House Association ("NACHA") ACH Operating Rules and Operating Guidelines published by NACHA.

"Net Total" is the net amount of ACH debits, credits and return Entries (in US Dollars) contained in the ACH Batch.

"ODFI" means the originating depository financial institution which accepts and processes debit and credit entries for distribution to an automated clearing house.

"Originator" means the person or organization that has authorized an ODFI to transmit a credit or debit entry to the account of a receiver with an RDFI or to the RDFI. In some cases, the ODFI may also be the originator.

"Processing Facility" refers to the appropriate credit or debit network or ODFI to which Deluxe transmits transactions.

"RDFI" (Receiving Depository Financial Institution) means a receiving depository financial institution intended to be the end recipient of either debit or credit entries to the account of a Recipient.

"Recipient" means any person or entity which has authorized Deluxe to originate electronic debit or credit entries to be posted to its account at a depository financial institution.

"Rules" means the combined MXP Rules, the NACHA Rules, the ODFI and Originator Rules as well as those rules of the Federal Reserve which apply to or govern the provision of the Services.

"Settlement Account" means a demand deposit account at the ODFI Bank, designated by Deluxe as the account to be used for, and in conjunction with Deluxe's automated clearing house transactions.

2. DELUXE'S OBLIGATIONS. Deluxe shall provide the Services as follows:

A. Deluxe will provide Customers with the opportunity to make Agency Payments by Credit Card, pin-less debit card, pin-entry debit card (if Agency is utilizing debit-capable equipment), and ACH Entries. These Agency Payments may be made through Deluxe's website, the Agency's website, through an IVR system, by contacting the Agency directly by telephone, or by other methods that may be offered by Deluxe from time to time.

B. Deluxe shall begin providing the Services to Customers on a date mutually agreed upon by Deluxe and Agency.

C. Deluxe shall collect and transmit Agency Payments from Customers using MasterCard, Visa, Discover, American Express, and the Debit Card Networks, or transmit to ODFI for processing through the ACH system pursuant to the ACH Origination Service Agreement between Deluxe and ODFI, as applicable.

D. Deluxe may charge each Customer a Service Fee for each Agency Payment processed. The Service Fee will be collected in addition to the corresponding Agency Payment. Exhibit A attached hereto details the Service Fees that Deluxe may charge to Agency's Customers. Deluxe, in its sole discretion may charge Customers a minimum Service Fee for each payment and may change the amount of the Service Fee upon thirty (30) days' advance written notice to Agency. Deluxe will cause all funds resulting from Agency Payments to be transmitted to Agency's Bank Account; Deluxe shall retain all Service Fees collected by it hereunder.

E. Deluxe shall charge Agency the fees outlined in Exhibit A in consideration for Deluxe's provision of the Services to Customers as provided for in this Agreement.

F. Deluxe will notify each Customer of the dollar amount of the payment and the corresponding Service Fee to be charged to the

Customer and obtain Customer's approval (electronically or otherwise) of such charges prior to initiating any charges to the Customer's account.

G. Deluxe will provide each Customer with electronic confirmation of the Agency Payment and the corresponding Service Fee. For ACH Entries, the express authorization will be identified as an ACH debit transaction and will identify both the payment amount to the agency and the Service Fee payment. The authorization clearly states the terms of the ACH debit and encourages the customer to print and retain a copy of the authorization. The Customer must authenticate the authorization by signing and accepting the terms of the ACH Debit Authorization Agreement. Deluxe will store a copy of the authorization and produce a copy upon request.

H. Deluxe will electronically collect and transmit all payment information to the appropriate Processing Facility in the most time critical manner that each facility can accept.

I. Deluxe will provide Agency with online access to Agency payment data and reports summarizing the use of the Services by Agency's Customers. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file. Access to Agency payment data and reports will be available 24/7.

J. Deluxe will retain all logs and data for such period of time as required by applicable law and the regulations of the Card Brands, Debit Card Networks, NACHA and/or Deluxe's ODFI, as applicable.

K. Deluxe will accept American Express Card on behalf of Agency. The Discount associated with such Charges on behalf of Agency to Deluxe shall be paid to American Express by Deluxe. Payments for charges submitted on behalf of Agency shall be paid directly to Agency.

L. Prior to initiating any refunds to a Customer's Credit Card or Debit Card, Deluxe will attempt to obtain permission, either orally or in writing, from the Agency's authorized representative. Unless Agency receives written authorization from Deluxe to the contrary, Agency may not issue refunds to the Customer by check. Deluxe will process such refunds in the form of a credit to the Customer's Credit Card or Debit Card that was initially charged and, in Deluxe's sole discretion, may refund the corresponding Service Fee payment. Deluxe or its authorized agent will debit the Agency's Bank Account for the amount of the Agency Payment refund.

M. Under the rules of the Card Brands, Customer's Card Issuing Bank gives Deluxe a limited amount of time to dispute a Chargeback or issue a refund. Deluxe will provide reports to Agency of any Chargebacks either prior to or on the day the Chargeback is posted to Agency's bank account. American Express will deduct any Chargebacks from amounts owed to Agency for Charges. In the event a refund must be issued, Deluxe will contact Agency and Agency will immediately issue a memo authorizing Deluxe to refund the transaction, however, Deluxe and Card Issuing Bank reserve the right to debit the Agency Bank Account for the amount of the Agency Payment at any time during the Chargeback process. In the event a Service Fee is disputed by the cardholder, both the Agency payment and the service fee payment will be refunded to the cardholder. In no case shall a Service Fee be charged back to Deluxe without the related Charge also being charged back to the Agency. American Express will accept proof of the refund process in the event of a Dispute, and not allow the Chargeback.

N. American Express will send requests regarding a claim, complaint, or question related to a Disputed Charge to Deluxe. Deluxe will retrieve all requested information relating to the Disputed Charge and provide such to American Express. In the event a Convenience Fee is disputed by the cardholder, the payment of that Charge will also be treated as contested. If the Disputed Charge results in a reversal of the Charge, both payment of that Charge and the Convenience Fee will be charged back by American Express. Agency payments will be charged back to Agency, Convenience Fees will be charged back to Deluxe. In no case shall a Convenience Fee be charged back to Deluxe Payments without the related Charge also being charged back to Agency.

O. Agency will reimburse Deluxe for all chargeback actions or refunds of any kind, including but not limited to those resulting from overpayments, duplicate or misapplied payments or unauthorized charges. In the case of either a refund or Chargeback, where Deluxe is unable to collect amounts owed by Agency to Deluxe, Agency agrees to make amounts owed available to Deluxe in immediately available funds.

P. Agency will also reimburse Deluxe for any reversed or rejected electronic ACH Entries or for any shortfalls or amounts Deluxe is unable to collect from Agency's customers.

Q. Deluxe shall implement policies and procedures to maintain the security of cardholder data that Deluxe possesses, stores, processes or transmits on behalf of Agency, or to the extent that Deluxe could impact the security of Agency's cardholder data environment, in accordance with applicable payment card industry security standard (PCI-DSS) requirements. If Agency has any access to protected cardholder data, Agency will also comply with applicable PCI-DSS requirements.

3. AGENCY'S OBLIGATIONS.

A. In addition to this Agreement, Agency hereby agrees to the Merchant Processing Terms & Conditions found at https://www.deluxe.com/content/dam/deluxe/us/en/home/policy/Government-Terms-and-Conditions.pdf as they may be revised from time to time, and further agrees to enter into any and all applicable agreements that are required to perform the Services hereunder, including without limitation Third Party Processing Agreements with an ODFI, and agreements required by Visa, MasterCard, Discover, American Express, the Debit Card Networks, or the applicable sponsor bank. Such Agreements may include but are not limited to documents required by MasterCard, Visa, Discover, American Express, and the Debit Card Networks. Agency agrees to fully comply with the rules, regulations and operating procedures of the various Card Brands, to the extent permitted by law, including without limitation with respect to the use of specific Card logos and marks. Agency also agrees to comply with the rules promulgated by the National Automated Clearing House Association ("NACHA") as modified from time to time.

B. Prior to Deluxe's commencement of the Services, Agency will complete in full and sign all necessary paperwork that Deluxe puts forth.

C. Deluxe is required to fully adhere to and operate according to the rules, regulations and operating procedures of the Card Brands, the Debit Card Networks, NACHA, the Bank and any rules and regulations provided by American Express and Discover. To the extent permitted by law, Agency agrees to immediately comply with any requests by Deluxe regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with such request by Deluxe will be grounds for immediate termination of this Agreement.

D. Agency acknowledges and agrees that Deluxe will collect ACH payments from Agency's customers and transmit such entries for processing into the ACH network. As such, Agency acknowledges that the ODFI is acting solely in the capacity as a processor for Deluxe and the ODFI has no duty or obligation to Agency to inquire, review or investigate the nature of the transactions that occur between Agency and Deluxe. Agency is not a third party beneficiary of any Third Party Processor Agreement between Deluxe and the ODFI. Agency acknowledges that the ODFI has no fiduciary duties to Agency under this Agreement. Agency agrees to look solely to Deluxe for the performance of the processing services specified herein.

E. Deluxe will provide customer support to Agency's customers. In order to provide said support services Agency will include on any statements or materials provided to Agency's customers, Deluxe information such as Web Address, IVR Telephone Number (if applicable), assigned Bureau Code, Customer Service Phone Number or other information.

F. Agency will not require, as a condition to making an Agency Payment, that a Cardholder agrees in any way to waive such Cardholder's right to dispute the transaction with the Card Issuing Bank for legitimate reasons.

G. ~~Agency agrees that Deluxe will be its exclusive provider of electronic payment services and that Agency will not procure similar services from any other party during the Term of this Agreement.~~

4. ADDITIONAL MATTERS

A. Confidentiality. Unless disclosure is required by applicable law, Agency will not disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding Deluxe's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Deluxe will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Deluxe may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Deluxe.

B. Relationship of Parties. The performance by Deluxe of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Deluxe and Agency.

C. Capacity to Contract. Each party hereby certifies that the person executing this Agreement on its behalf is fully authorized with complete legal capacity and approval to do so.

D. Intellectual Property. In order that Agency may promote the Services and Deluxe's role in providing the Services, Deluxe grants to Agency a revocable, non-exclusive, royalty-free license to use Deluxe's logo and other service marks (the "Deluxe Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Deluxe on Deluxe's website) or other intellectual property right of Deluxe. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Deluxe.

E. Force Majeure. Deluxe is released from liability hereunder for failure to perform any of the obligations herein where such failure to perform occurs by reason of any acts of any other party or third party or any acts of God, fire, flood, storm, earthquake, tidal wave, computer or communications failure, software failure, network problem, sabotage, war, military operation, national emergency, mechanical or electrical breakdown, civil commotion, or the order, requisition, request, or recommendation of any governmental agency or acting governmental authority, Deluxe's compliance therewith or government proration, regulation, or priority, or any other cause beyond Deluxe's reasonable control whether similar or dissimilar to such causes.

F. Remedies. Agency's sole remedy in the event of Deluxe's failure to perform the Services as set forth herein shall be to terminate the arrangement contemplated by this Agreement.

G. Notice. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

AGENCY: AGENCY NAME Hays County, TX
ADDRESS 712 South Stagecoach Trail, Suite 1094
CITY, STATE ZIP San Marcos, Texas 78666

DELUXE: Attn: General Counsel
100 Throckmorton Street, Suite 1800
Fort Worth, TX 76102
MSLegalNotices@Deluxe.com

H. American Express. Agency warrants that it does not hold third party beneficiary rights to any agreements between Payment Service Provider and American Express and at no time will attempt to enforce any such agreements against American Express.

I. Agency ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO AGENCY FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

J. Limitation of Liability. In no event will Deluxe or American Express be responsible for damages arising from delays or problems caused by any telecommunications carrier or banking system or Internet Services Provider ("ISP"); provided, however, that the foregoing shall have no effect upon American Express' rights of Full Recourse, as used in the Agreement. Except as specifically indicated above, all terms and conditions of the Agreement shall remain in full force and effect.

K. Term; Termination. The initial term of this Agreement will begin upon the Effective Date (as defined below) and continue in full force and effect for one (1) year. Thereafter, the Agreement will automatically renew for additional one-year periods unless either party give the other party written notice of non-renewal prior to the end of the applicable term. Either party may terminate this agreement during the initial term or any renewal term upon thirty (30) days' advance written notice to the other party. In addition, Deluxe's performance of this Agreement is subject to the rules and regulations of the Card Brands, the Debit Card Networks, NACHA, federal, state and local laws or regulations applicable to the Services. In the event Deluxe receives a written directive from banking regulators, NACHA, a member bank, Visa, MasterCard or other credit or debit card company or brand to terminate, termination shall be immediate upon such event.

L. Governing Law. In the event a dispute arises between any of the parties to this agreement, all parties hereby agree that such a dispute shall be governed by the laws of the State in which Agency is located.

M. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, the rights and obligations of Deluxe under this Agreement may be provided or fulfilled by, or assigned to, any parent, subsidiary, affiliate, successor entity (by stock or asset purchase or merger) or subcontractor of Deluxe.

N. Entire Agreement; Modifications. This Agreement, together with the exhibits and schedules hereto constitutes the entire agreement between Deluxe and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including the exhibits and schedules hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.

O. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, then this Agreement shall be deemed modified to delete any such provision, and the remaining provisions of this Agreement will remain in full force and effect.

P. Conflicts. In the event of a conflict between the provisions explicitly stated in this Agreement and those stated in any document referenced herein, the terms explicitly stated in this Agreement shall control.

Q. Authority to Sign. Each party represents that the individual who signs this Agreement has authority to do so and to bind it to the terms and conditions of this Agreement. Each party further represents that they are authorized to sign and enter into this Agreement on behalf of their subsidiaries, affiliates and licensees that will accept and utilize the Services provided under this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement the date last signed below (the "Effective Date").

AGENCY: Hays County, TX

By: _____ _____

Agency Signature | Agency Signature – Second Signature (if required)

_____ _____

Printed Name and Title | Printed Name and Title

_____ _____

Date | Date

DELUXE

By: _____

Authorized Representative

_____

Printed Name and Title

_____

Date

DRAFT

EXHIBIT A
SCHEDULE OF FEES
Confidential

AGENCY: Hays County, TX Treasurer's Office

This Exhibit A to the Service Provider Agreement between Deluxe and Agency provides as follows:

☑ **SCHEDULE OF SERVICE FEES: CREDIT/DEBIT**

Deluxe and Agency agree to the following provisions:

2.35 % or a minimum of $2.00 shall be agreed upon for Service Fee that the Agency agrees to allow Deluxe to charge Customers for payments when the customer uses a **Credit card**.

2.35 % or a minimum of $2.00 shall be agreed upon for Service Fee that the Agency agrees to allow Deluxe to charge Customers for payments when the customer uses a **Debit card**.

☑ **SCHEDULE OF SERVICE FEES: ACH (ECHECK)**

Deluxe and Agency agree to the following provisions:

$1.00 shall be the agreed upon Service Fee that the Agency agrees to allow Deluxe to charge Customers for Agency tax payments when Customer initiates an **ACH debit entry**.

☑ **SCHEDULE OF SERVICE FEES: IVR**

Deluxe and Agency agree to the following provisions:

$_____ Implementation Fee (one-time)

$_____ Monthly Fee

$_____ Technology fee (per transaction)

$3.95 Agent Assist Fee (per IVR transaction processed by a live agent – charged to Customers)

The above fees are subject to change by Deluxe upon thirty (30) days' advance written notice to Agency.

By: _____ _____

Agency (signature) Agency (second signature – if required)

_____ _____

Date Date

DELUXE

By: _____

Deluxe (signature)

_____

Date

DRAFT

EXHIBIT B
AGENCY BANK ACCOUNT
Confidential

This Exhibit B to the Services Provider Agreement between Deluxe and Agency provides as follows:

AGENCY: Hays County, TX Treasurer's Office

BANK ACCOUNT INFORMATION

The undersigned authority authorizes DELUXE to deposit ACH credits and withdraw ACH debits to and from the Agency Bank account listed below. The undersigned authority has supplied and hereby confirms the bank account information provided.

Bank Name: _____ Bank Contact Name: _____

Contact Telephone/Fax/Email: _____

Street Address: _____

City, State: _____ Zip Code: _____

Bank Routing #: _____ Bank Account/DDA #: _____

Name on Agency Bank Account: _____

**** PLEASE PROVIDE A COPY OF A VOID CHECK ON THE ABOVE-REFERENCED BANK ACCOUNT ****

By: _____ _____
Agency (signature) Agency (second signature – if required)

_____ _____
Date Date

DELUXE

By: _____
Deluxe (signature)

_____
Date

DRAFT

EXHIBIT C

SCHEDULE OF EQUIPMENT COSTS

Confidential

AGENCY: Hays County, TX Treasurer's Office

This Exhibit A to the Service Provider Agreement between Deluxe and Agency provides as follows:

POS Terminal / Equipment	Price	Quantity	Subtotal
Ingenico Lane 3000	$ 0.00	as needed	$ 0.00
	$		$
	$		$
	$		$
Implementation:	$ 0.00		$
		Equipment Total:	$

AGREEMENT (IF NO PAYMENT TYPE IS SELECTED, ACH PAYMENT WILL BE USED)

☐ **ACH:** Agency hereby authorizes Deluxe or its designee to automatically withdraw all amounts owed in conjunction with the above Equipment Cost by initiating ACH debit entries from Agency's Bank Account. The authority is to remain in full force and effect until all obligations of Agency have been performed and paid in full or Deluxe or its designee has received written notification from Agency of its termination in such a manner as to afford Deluxe or its designee reasonable opportunity to act on it. In the case that any ACH's are not honored by the Agency's Bank Account for any reason, the Agency agrees to make amounts owed available to Deluxe in immediately available funds.

☐ **Check #:** _____
(ONLY MAKE CHECKS PAYABLE TO DELUXE)

By: _____ _____
Agency (signature) Agency (second signature – if required)

_____ _____
Date Date

DELUXE

By: _____
Deluxe (signature)

_____
Date

DRAFT

EXHIBIT D

Hays County Departments Utilizing Services under this Agreement

1. County Clerk
2. Development Services
3. District Clerk
4. Justice of the Peace Pct. 1
5. Justice of the Peace Pct. 1.1
6. Justice of the Peace Pct. 2.1
7. Justice of the Peace Pct. 2.2
8. Justice of the Peace Pct. 3
9. Justice of the Peace Pct. 4
10. Justice of the Peace Pct. 5
11. Transportation Department
12. Treasurer

DRAFT

AGENDA ITEM REQUEST FORM: J. 6.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: T. CRUMLEY

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action authorizing the execution of an agreement between Hays County and The Bug Master for pest control services for the Hays County Administrative Building located at 1901 Dutton Dr., Suite E in San Marcos, in the amount of $150.00 monthly and authorize a waiver to the purchasing policy. **HAMMER/T.CRUMLEY**

Summary:

Facilities and Resource Management is requesting that an agreement with The Bug Master is executed for the general pest control services of the Hays County Administrative Building. There will be a one-time set up fee of $150.00, and then a $150.00 monthly service charge.

A waiver to the purchasing policy for obtaining three quotes is being requested, because this is our current provider that is being utilized throughout the County.

Fiscal Impact:

Amount Requested: $150.00 (monthly)
$1,800.00 (annually)
$750.00 (FY26)
Line Item Number: 001-695-00.5448

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No
Comments: requesting a waiver to the purchasing policy for obtaining three quotes

Auditor's Office:

G/L Account Validated Y/N?: Yes, Contract Services Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Bug Master Agreement - Dutton

Visit **portal.thebugmaster.com** to log into your account and pay online. You will need the following information:
Your Account #: 217880
Your Email: chris.deichmann@co.hays.tx.us

General Pest Control Service Agreement

Location Information

Location Name
Dutton Building

Service Address
1901 Dutton Drive

Service City
San Marcos

State
TX

Zip
78666

Email
chris.deichmann@co.hays.tx.us

Phone
(512) 554-9261

Secondary Phone
(512) 554-9261

Billing Information

Same As Location Information

Bill To Name
Hays County

Address
712 South Stagecoach Trail

City
San Marcos

State
TX

Zip
78666

Email
chris.deichmann@co.hays.tx.us

Phone
(512) 393-7659

Secondary Phone
(512) 393-7659

Service Information

Service Frequency: Monthly
Covered Areas: Interior & Exterior
Covered Pests: Crawling Insects (excludes seasonal and wood-destroying insects)

Inspection: The service provider will conduct a thorough inspection of the client's premises to identify pest infestations, entry points, and conducive conditions.
Treatment: Based on the inspection findings, the service provider will implement a customized Integrated Pest Management (IPM) plan to address existing pest issues and prevent future pest activity.
Maintenance: The service provider will provide ongoing IPM maintenance services to ensure the continued effectiveness of the pest control measures.

TPCL # 4211
1912 Smith Rd, Austin, TX 78721
Phone (512) 250-1500

TPCL # 4211 C
3128 Thornton Ln, Temple, TX 76502
Phone (254) 939-4458

TPCL # 0779874
603 Nursery Rd.
The Woodlands, TX 79380
(254) 939-4458

General Pest Control Service Agreement

Investment

Initial Total	Tax	*Tax Exempt* Initial Total
$150.00	$12.38	$162.38

Recurring Total	Recurring Tax	*Tax Exempt* Recurring Total
$150.00	$12.38	$162.38

Service Agreement Gurantee and Acceptance

This agreement is effective as of the date below and continues for a period of 12 months ("Initial Term"). After the Initial Term, this agreement automatically renews for additional 12 month periods (each a "Renewal Term") unless notice of non-renewal is provided by either party in writing not less than 30 days from the end of the then-current Initial Term or Renewal Term as applicable. Unless otherwise expressly provided herein, amounts due under this agreement are non-cancellable and non-refundable.

Customer Signature

Print Name Hays County

Date May 01, 2026

Account Manager Signature gwendolynn Torres

Print Name

Date May 01, 2026

www.thebugmaster.com • customerservice@thebugmaster.com • 512-250-1500 • Fax 512-832-9979

Licensed and regulated by: Texas Department of Agriculture, P.O. Box 12847 Austin, TX 78711-2847
Phone (866) 918-4481 • Fax (888) 232-2567

AGENDA ITEM REQUEST FORM: J. 7.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: BOUTTE/BROWN

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the application submission for the Judicial Commission on Mental Health, Court Liaison Pilot Program, in the amount of $165,000.00. **INGALSBE/BOUTTE/BROWN**

Summary:

The Notice of Funding follows successful pilot programs initiated in Texas counties to create a Court Liaison position to represent specialty courts. The pilot program grant is a two year period with opportunity for subsequent funding in years three and four. The Mental Health Court has identified a gap in connecting regional and local stakeholders to facilitate program participation and efficiency. The Court Liaison will coordinate partnerships, monitor program engagement, and disseminate information to support the Mental Health Court. The budget outlines funding for salary and fringe, technical equipment, continuing education, travel, and supplies. There is no cash match.

Grant period: 09/01/2026-08/30/2028

Fiscal Impact:

Amount Requested: None
Line Item Number: 001-612-99]

Budget Office:

Source of Funds: Judicial Commission on Mental Health, Court Liaison Pilot Program Funds
Budget Amendment Required Y/N?: No
Comments: Budget amendment will be completed if/when the grant is awarded.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: Any expenses must follow the travel and purchasing policies.

Auditor's Office

G/L Account Validated Y/N?: TBD if aawarded
New Revenue Y/N?: TBD if awarded
Comments:

Attachments

Notice of Funding
Job Description
Narrative
Budget
Resolution

REQUEST FOR APPLICATIONS

Court Liaison Pilot Program

PLEASE COMPLETE THIS APPLICATION IN ITS ENTIRETY TO ENSURE THAT WE HAVE ACCURATE INFORMATION ON YOUR COMMUNITY AND THAT THE APPROPRIATE LEVEL OF COMMITMENT AMONG KEY STAKEHOLDERS IS DEMONSTRATED.

INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED.

THE APPLICATION MUST BE SUBMITTED BY June 1, 2026:

Judicial Commission on Mental Health
PO Box 12248
Austin, Texas 78711

Questions can be submitted to Michael Garcia, Executive Assistant
Phone: 512.463.1369
E-mail: michael.garcia@txcourts.gov

OVERVIEW

The Texas Judicial Commission on Mental Health (JCMH) was established by joint order of the Supreme Court of Texas and the Texas Court of Criminal Appeals to develop, implement, and coordinate policy initiatives designed to improve the courts' interaction with—and the administration of justice for—children, adults, and families with mental health or substance use disorders, or intellectual and developmental disabilities (IDD).

In 2021, the JCMH developed the Court Liaison Pilot Program, to improve system-wide coordination and transparency across the justice and behavioral health systems. During the 89th Legislative Session, the Legislature appropriated funds to expand the Court Liaison Pilot Program to a second cohort of five counties. This program is designed to strengthen coordination between the justice system and behavioral health systems, improve transparency in case processing, and support more efficient and informed judicial decision-making.

The Court Liaison serves as a central point of communication among courts, jails, behavioral health providers, and community partners. The role is designed to improve communication, identify system inefficiencies, and support timely access to relevant information and services. By strengthening coordination and improving visibility into how cases move through the system, the program aims to reduce delays, enhance case outcomes, and promote more effective use of local and state resources.

Building on lessons from the first cohort, this second places increased emphasis on data collection, system mapping, and cross-agency collaboration. Participating counties will work to better understand system flow, identify points of delay, and implement strategies that improve both individual outcomes and overall system performance.

The JCMH is seeking applications from counties committed to strong judicial leadership, cross-agency collaboration, and data-driven improvement. Selected counties will receive full funding for two years and step-down funding for years three and four for a full-time Court Liaison position, along with technical assistance and evaluation support, to implement and sustain this coordinated systems approach. The Court Liaison will be employed by a lead judge and led by an advisory committee that will include the Local Mental Health Authority (LMHA). The Court Liaison will need to have access to court records, case files, and art. 16.22 reports from jails, courts, and LMHA/LBHAs, as necessary.

FUNDING & AUTHORITY

The JCMH is funded by the 89th Texas Legislature Regular Session H.B.1 ("General Appropriations Act"), Supreme Court of Texas, Strategy B.1.4 ("Judicial Commission on Mental Health"). The JCMH is authorized to develop and administer grants by TEX. GOV'T CODE § 22.017.

The JCMH has authorized $1,402,500.00 for the Court Liaison Pilot Program. Funding in the amount of $165,000 will be awarded to five counties to employ a Court Liaison for a period of two years (September 1, 2026–August 30, 2028). Subject to program progression during the two-year period, the JCMH may provide step-down funding for years three and four at 80% ($66,000) and 60% ($49,500), respectively (September 1, 2028–August 30, 2030).

COURT LIAISON PILOT PROGRAM

Problem

Individuals with mental health needs frequently interact with multiple parts of the justice system, including law enforcement, jails, courts, and behavioral health providers. When coordination across these systems is limited or processes are not aligned, cases may be delayed, individuals may remain in jail longer than necessary, and opportunities for appropriate intervention may be missed. These gaps can result in inefficient use of resources, poor outcomes for individuals, and increased strain on local systems.

Solution
The Court Liaison Pilot Program is designed to improve system performance by strengthening coordination among key partners and supporting more informed and timely judicial decision-making.

Through this program, JCMH provides funding to participating counties to employ a Court Liaison who serves as a central point of coordination across courts, jails, LMHAs/LBHAs, attorneys, and service providers. The Court Liaison supports communication, identifies system inefficiencies, and facilitates access to relevant information and resources needed to move cases more effectively through the system.

The Court Liaison is a system-level role focused on improving processes, not providing direct services. The position operates under judicial oversight and is designed to enhance collaboration, reduce delays, and support more effective case management across agencies.

Focus of the Second Cohort
Building on lessons learned from the first cohort, this phase of the Pilot places a stronger emphasis on data collection, system mapping, and measurable outcomes. Participating counties will work to better understand how individuals move through the justice system, identify points of delay, and implement strategies to improve efficiency and outcomes.

Key program goals include:

- Strengthening coordination among courts, jails, LMHAs/LBHAs, attorneys, probation, and service providers to improve communication and efficiency across agencies.
- Promoting earlier identification and timely access to treatment and services for individuals with mental health needs through improved cross-agency communication.
- Collecting standardized, case-level data to track how individuals move through the system, identify points of delay, and measure outcomes.
- Providing judges with timely, actionable information and resources to support effective case management and resolution.
- Improving planning and continuity of care to reduce repeated jail bookings and recidivism.
- Using data to identify systemic inefficiencies, measure cost savings, and inform system performance improvements over time.

Court Liaison Responsibilities

- Serve as a single point of contact to improve communication between courts, jails, LMHAs/LBHAs, prosecutors, defense counsel, pretrial, probation, re-entry, and service providers.
- Support courts in meeting statutory requirements, including Code of Criminal Procedure Article 16.22 early identification processes, and competency restoration processes.
- Identify delays in behavioral health cases and collaborate with system partners to develop strategies to reduce those delays.
- Provide judges with timely, relevant information to support efficient case resolution and improved outcomes.
- Track and report standardized case-level data to monitor system performance, including reductions in continuances and jail stays.
- Coordinate with JCMH and Texas Institute for Excellence in Mental Health (TIEMH) on data collection, reporting, and analysis.
- Support reentry coordination efforts with system partners to reduce repeat bookings and improve continuity of care.
- Identify and document system-level improvements that increase efficiency, reduce duplication, and improve outcomes for counties and the state.

SITE SELECTION

Five pilot counties will be selected. Preference will be given to applicants who:

- Do not currently have a comparable program in place.
- Demonstrate direct judicial oversight, project advisory committee, and strong cross-agency stakeholder commitment to the Court Liaison Pilot Program goals.
- Show evidence of need, such as a backlog of defendants awaiting competency restoration or breakdowns in coordination between courts, jails, and providers.
- Can convene the target community stakeholders (See Target Stakeholders/Partners in next section).
- Have the capacity and willingness to collect and report data as required.

To be considered, all applications must be received by June 1, 2026. Selected applicants will be notified on or about June 30, 2026.

TARGET STAKEHOLDERS/PARTNERS

Each selected county must demonstrate active participation from core stakeholders who will work in partnership with the Court Liaison and lead judge to improve coordination, reduce delays, and strengthen oversight of cases involving individuals with mental health needs.

Applicants must identify key leaders within their community who are committed to this effort and able to dedicate staff time to participate in required planning, technical assistance, and implementation activities.
Commitment must be demonstrated through written letters of support. Each letter must:

- Affirm participation in program planning and implementation
- Confirm willingness to provide information, access, or coordination as needed to support program activities
- Acknowledge willingness to share data, as permitted by law

Required Stakeholders (Letters of Support Required)
Applications must include letters of support from the following entities:

- Lead Judge (designated to provide direct judicial oversight of the Court Liaison and convene stakeholders)
- Probate Judge or Designee (to support coordination of civil processes, including outpatient commitments and transfers, as applicable)
- Local Mental Health Authority or Local Behavioral Health Authority (LMHA/LBHA)
- Sheriff or Jail Administrator
- District Attorney
- County Attorney
- Public Defender or Defense Bar Representative
- Pretrial Services Department or Designee
- Commissioners Court (including acknowledgment of commitment to step-down funding, if applicable)

Recommended Stakeholders
Applicants are strongly encouraged to include letters of support from additional partners who play a critical role in system coordination and outcomes:

- Community Supervision and Corrections Department (Probation)
- Entity responsible for Article 16.22 screenings within the jail
- Hospital or Emergency Department Leadership
- Local Law Enforcement Leadership
- Mobile Crisis or Crisis Response Program Leadership
- Fire, EMS, or Paramedic Services Leadership
- Peer Support or Family Advocacy Organizations
- Local Housing Authority
- Reentry Services Provider or Coordinator
- County and District Clerk's Offices (particularly for data access and case tracking)

Applicants may include additional letters of support from other relevant stakeholders to further demonstrate cross-system collaboration and readiness to implement the Court Liaison Pilot Program.

RECOMMENDED DOCUMENTATION TO PROVIDE (IF APPLICABLE)

- SIM Mapping Reports for your county
- Data previously collected related to Mental or Behavioral Health (16.22 reports conducted, competency cases, competency waitlist number information, emergency detention information)

DATA COLLECTION & DELIVERABLES

Pursuant to Health and Safety Code Section 614.017, relevant agencies in selected counties will be required to accept and disclose information relating to special needs offenders, as permitted by law. Participating counties must collect and report data throughout the duration of the Court Liaison Pilot Program to support evaluation, accountability, and system improvement.

The Court Liaison is responsible for coordinating data collection and ensuring timely, accurate reporting, including tracking program activities and case progression within the centralized data portal provided by JCMH.

JCMH will provide access to this data portal, along with training and ongoing technical assistance. JCMH, in partnership with the Texas Institute for Excellence in Mental Health (TIEMH), will provide guidance to support data consistency, quality, and analysis. JCMH and TIEMH will analyze submitted data to evaluate system performance, identify trends, and provide feedback to participating counties to inform continuous improvement.

Data Collection Scope
Specific data elements will be provided prior to implementation. Counties should anticipate collecting the following:

1. Individual-Level Data
- Identifiers (e.g., booking ID, date of birth) and demographics
- Behavioral health history (e.g., diagnosis, prior hospitalizations, current treatment participation)
- Justice system history (e.g., prior arrests, current charges, incarceration status, prior competency evaluations)

2. Case Process Data
- Article 16.22 screening and reporting timelines
- Competency orders, evaluations, timelines, and outcomes
- Specialty court referrals, participation, and outcomes
- Key case milestones and points of delay

3. System-Level Outcomes
- Jail volume and system flow
- Competency restoration waitlist data (OCR, JBCR, inpatient)
- Case dispositions and processing timelines
- Recidivism and repeat bookings
- Policy, practice, or programmatic changes implemented

Reporting Cadence
Participating counties are required to submit data:
- **Monthly during the first six months** of program implementation
- **Quarterly thereafter**, once data collection processes are established

Timely and accurate reporting is a condition of continued participation in the program.

Reporting Requirements
- Maintain case-level records sufficient to track key events, timelines, and outcomes
- Submit required data to JCMH/TIEMH in accordance with the reporting cadence above
- Review and correct identified data quality issues (e.g., missing or inconsistent data) within specified timeframes

- Request technical assistance as needed to address barriers to data collection or reporting
- Coordinate with relevant county and state partners to obtain necessary data

APPLICATION INSTRUCTIONS

Instructions:

A link to the online Court Liaison Pilot Program grant application can be found below. Applicant evaluation questions listed on the survey are included below.

Applications must be completed and submitted online. Incomplete applications will not be considered.

The online application will identify the applicant's Internet Protocol (IP) address once information has been entered into the application. This will allow you to return at a later date if needed. To return to application that has been started, follow the link below from the same computer initially used to start the application.

Use of Artificial Intelligence (AI) in Application Preparation

The JCMH acknowledges that applicants may use AI tools to support application development, including organizing content or analyzing local data. While AI can assist in these areas, applicants are responsible for ensuring that all submitted materials reflect accurate, ethical, and original work.

AI-generated content must not:

- Misrepresent data, community need, or the county's experience, capacity or plan to implement the Program
- Obscure gaps in cross-agency coordination or stakeholder commitment
- Demonstrate a lack of understanding of the Program's purpose and requirements.

Applications that lack specificity about local conditions, stakeholder relationships, or implementation capacity may be flagged during review. JCMH does not rely on AI detection tools when evaluating applications. Applicants should treat AI as a support tool, not a substitute for genuine community engagement and informed application development.

THE FOLLOWING APPLICANT EVALUATION QUESTIONS CAN BE ANSWERED AT THE FOLLOWING SURVEY LINK: HTTPS://WWW.SURVEYMONKEY.COM/R/CLPP2026.

ANSWERS SHOULD CLEARLY INDICATE WHY YOUR SITE SHOULD BE SELECTED TO PARTICIPATE IN THE COURT LIAISON PILOT PROGRAM – COHORT TWO.

Please address the following in your statement:

- **Community Description** – Provide a brief description of your county, including demographics, population, available resources, and any other information that gives a clear picture of your jurisdiction. Include a description of any mental health or behavioral health task forces and current efforts.
- **Vision for Implementation** – Describe the infrastructure in place to implement this program and how your county envisions incorporating the Court Liaison into day-to-day operations.
- **Need for Participation** – Explain why it is important for your county to participate in this pilot program at this time. Include the number of defendants currently on the HHS Competency Restoration Clearinghouse Waitlist for both felony and misdemeanor offenses (listed separately). Additionally, include any specific challenges (e.g., backlog of defendants awaiting competency restoration, communication gaps between courts and providers, or repeated jail bookings for individuals with mental health needs) that a Court Liaison could help address.
- **Judicial Oversight** – Identify the lead judge who will provide direct oversight of the Court Liaison and describe how judicial involvement will be structured in your county.

- **Advisory Committee Membership** – The county is required to convene an advisory committee, which must meet at least quarterly through the duration of the program, to assist in guiding the creation and implementation of the pilot program. Please provide the name and title of at least 3 individuals who have agreed to participate as a member of your county's pilot project advisory committee.
    - **Required Advisory Committee Members**
        - Lead judge (designated to provide direct judicial oversight of the liaison and convene stakeholders).
        - Local Mental Health or Behavioral Health Authority (LMHA/LBHA) representative
    - **Recommended Members to Consider Including**
        - Pilot Project Court Liaison
        - Probate judge or representative
        - Additional Judge or Court Coordinators
        - Person who entity who performs 16.22 interviews within the jail
        - Sheriff or jail administrator representative
        - District Attorney / County Attorney
        - Public Defender / Defense Bar Representative
        - Pretrial Services Department Representative or Individual
        - Community Supervision and Corrections Department (probation) representative
        - Hospital emergency department leadership representative
        - Local law enforcement agency leadership representative
        - Commissioner's Court Representative
        - Director/Leadership Mobile Crisis or Crisis Response Model
        - Director/Leadership for fire, paramedic & EMS
        - Peer support, family advocacy organizations, or a person with lived experience navigating your county's mental health and justice systems
        - Local housing authority representative
        - Reentry services provider or coordinator
- **Commitment to Data and Evaluation** – Describe how your county currently collects data and how your county intends to meet the data collection and reporting requirements, participate in evaluation activities, and use results to improve system efficiency and accountability.
- **Anticipated Challenges** – Discuss any obstacles or hurdles you anticipate regarding adhering to the schedule or expectations of this pilot program. This should include issues such as data reporting capacity, staff allocation for technical assistance activities, or judicial availability.

PLEASE COMPLETE THE TEAM SELECTION GRID TO IDENTIFY THE LEAD AGENCIES/ORGANIZATIONS THAT HAVE AGREED TO PARTICIPATE IN THE COURT LIAISON PILOT PROGRAM

AS INDICATED EARLIER, IT IS EXPECTED THAT IDENTIFIED TEAM MEMBERS/STAKEHOLDERS ARE AVAILABLE TO PARTICIPATE IN TECHNICAL ASSISTANCE ACTIVITIES CONVENED BY JCMH.

PLEASE UPLOAD A PDF OF YOUR COMPLETED TEAM SELECTION GRID TO THE ONLINE APPLICATION VIA THE SURVEY LINK.

Team Selection Grid					
#	**Agency/organization**	**Role**	**Name**	**Affiliation**	**Letter of Commitment / Support Included? (Y/N)**
1	*Director of the agency/ organization assuming the leadership role for this Court Liaison (required)*				
2	*Required support letter #1* Lead Judge				
3	*Required support letter #2* Probate Judge				
4	*Required support letter #3* LMHA/LBHA Representative				
5	*Required support letter #4* Sheriff or Jail Administrator				
6	*Required support letter #5* District Attorney				
7	*Required support letter #6* County Attorney				
8	*Required support letter #7* Public Defender or Defense Bar Representative				
9	*Required support letter #8* Pretrial Services Dept. or Individual				
10	*Required support letter #9* Commissioner's Court				
11	*Recommended support letter #1* Community Supervision and Corrections Department – Probation				
12	*Recommended support letter #2*				

	Person or Entity Representative who performs art. 16.22 interviews				
13	*Recommended support letter #3* Hospital / Emergency Dept. Leadership				
14	*Recommended support letter #4* Local law enforcement agency leadership				
15	*Recommended support letter #5* Director/Leadership Mobile Crisis/ crisis response model				
16	*Recommended support letter #6* Director/Leadership for fire paramedic & EMS				
17	*Recommended support letter #7* Peer support or family advocacy organizations				
18	*Recommended support letter #8* Local Housing Authority				
19	*Recommended support letter #9* Reentry Services Provider or Coordinator				
20	*Recommended support letter #10* County and District Clerk's Offices				

Please attach the <u>required</u> letters of commitment/support, along with additional letters of support from the <u>recommended</u> stakeholders, to your application.

Additional relevant letters of support may be provided to enhance your application. For any other letters of support provided that are not already on the prefilled list, please add to the list above accordingly.

GRANT GUIDELINES

Grantee Review, Selection, & Notification

1. Available Funds: The JCMH has allocated $1,402,500.00 for the Court Liaison Pilot Program. Only one application per County will be considered. The maximum award amount per County is $280,500.
2. Review Criteria: At the conclusion of the application period, the JCMH staff will review each grant for applicant eligibility, need, and impact. The JCMH staff will draft recommendations based on the criteria above.
3. Past Performance: The JCMH staff will review grantees' performance, implementation, and evaluation of past grants (if applicable).

4. Final Selection: Grant applications, past performance reports (if available), and JCMH staff recommendations will be presented for vote to the JCMH executive committee. The JCMH staff may recommend to the JCMH that a program not be funded.
5. Notification: Award statements will be sent on or about June 22, 2026.

General Grant Rules

1. Compliance with Laws: The applicant shall comply with all 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 matter affecting the performance of this program, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. Applicant shall adhere to the applicable Uniform Grant Management Standards (UGMS) for state agencies which are linked here: https://comptroller.texas.gov/purchasing/grant-management/ and are incorporated herein by reference. Grants awarded after January 1, 2022 shall adhere to the applicable Texas Grant Management Standards (TxGMS) linked here: https://comptroller.texas.gov/purchasing/grant-management/. When required, the applicant shall furnish JCMH with satisfactory proof of its compliance.
2. Single Contract: A partnership, multi-county region, or other conglomerate entity requesting funds must appoint one entity to be the administrator. If selected, the JCMH will only contract with one entity for the program. Only one county or agency may be designated as the administrative county in partnerships or regions.
3. Disclosure: Applicants must disclose if any members of the Supreme Court of Texas, Texas Court of Criminal Appeals, JCMH, a JCMH Committee, or JCMH Collaborative Council serve on the applicant's governing or advisory board, or if such a member has been retained by the applicant for a profit—a fee which exceeds the actual expenses to participate in funded activities.
4. Grant Officials: Each grant must have the following designated to serve as grant officials:
    a. Financial officer. This person must be a fiscal officer of a governmental, educational institution, or non-profit organization such as an accountant, bookkeeper, director, county auditor, or county treasurer.
    b. Authorized official. This person must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant. A judge or a designee authorized by the governing body in its resolution may serve as the authorized official.
    c. Note: The financial officer may not serve as the authorized official.
5. Maintain Official Contact Information: Applicants must advise the JCMH of changes in the authorized official, program director, or financial officer. This information will be used to provide notices for grant information. The JCMH will use e-mail whenever possible to notify grant recipients of required reports and funding opportunities.
6. Equipment and Software Maintenance: All equipment and software purchased with grant funds shall include at least three (3) years and no more than five (5) years of maintenance to ensure the equipment and software will operate as intended during and beyond the grant period. Computer equipment and software maintenance for the purpose of this grant is defined as performing regular updates to operating system, software, and security programs.
7. Inventory: Property records must be maintained by applicants for any equipment and capital expenses incurred consistent with the applicants' written property control policy and procedures. In the event an applicant does not have such property control measures then the equipment must be maintained in such a way to protect the asset from damage or loss in accordance with Uniform Grant Management Standards (UGMS). Grants awarded after January 1, 2022 shall adhere to the applicable Texas Grant Management Standards (TxGMS) linked here: https://comptroller.texas.gov/purchasing/grant-management. If the JCMH is discontinued prior to the expiration of the useful life, then the applicant may continue to use the property to support similar programs or notify the JCMH to discuss procedures for return or transfer of the property. Grantees may choose useful life attribution for inventory items in accordance with UGMS.

8. Records Retention: Grant recipients must maintain records related to the funded activity for at least three years after the end of the grant period. Records may be stored electronically.
9. Monitoring and Auditing: Records must be made available to the JCMH or its designees upon request. JCMH staff or their designees must have access to funded events or be allowed to conduct on-site inspections.
10. Professional and Contractual Services: Any contract or agreement entered into by a grantee that obligates grant funds must be in writing and consistent with Texas contract law. Grantees must establish a contract administration system to regularly and consistently ensure that contract deliverables are being provided as specified in the contracts. A grantee's failure to monitor its contracts may result in disallowed costs.
11. Grant Management Standards: All programs and funds awarded by the JCMH shall be managed in accordance with the Texas Uniform Grant Management Standards (UGMS), which can be linked to here: http://www.governor.state.tx.us/files/state-grants/UGMS062004.doc. Grants awarded after January 1, 2022 Texas Grant Management Standards (TxGMS) linked here: https://comptroller.texas.gov/purchasing/grant-management/.

Financial Provisions

1. Funds Availability: All commitments are subject to availability of funds.
2. Fund Use: Funds must be used to reimburse costs incurred in executing the Court Liaison Program as described in the applicants budget narrative.
3. Budget (Narrative required): Budget narrative must clearly state the costs of executing the program. Budget categories are Personnel, Fringe, Travel, Equipment, Supplies, Contractual, and Other.
    a. Include all costs necessary to implement the proposed activity.
    b. The narrative must justify all budgeted expenses.
    c. The narrative must correspond to the activities' sections.
    d. Identify in the narrative the start-up costs or non-reoccurring.
4. Timeframe for Expenses: Expenses must be incurred by the end of the grant period, August 30, 2028.
5. Program Related Costs: Only costs directly related to the project are allowable. See the Texas Uniform Grant Management Standards (UGMS), which can be linked to here: www.governor.state.tx.us/files/state-grants/UGMS062004.doc. Grants awarded after January 1, 2022 Texas Grant Management Standards (TxGMS) linked here: https://comptroller.texas.gov/purchasing/grant-management/.
6. Unallowable Costs: Specifically, in accordance with the UGMS and/or the grant rules the following conditions apply to these grant funds:
    a. General government costs are unallowable;
    b. Costs of law enforcement, prosecution, and incarceration are unallowable; and
    c. Replacing existing funding with grant funds is unallowable;
    (Note: See Texas Uniform Grant Management Standards (UGMS), which can be linked to here: www.governor.state.tx.us/files/state-grants/UGMS062004.doc. Grants awarded after January 1, 2022: https://comptroller.texas.gov/purchasing/grant-management/.)
7. Reallocation of Funds: The JCMH permits up to 10% of funds to be reallocated within budget line-item categories without prior approval however, all reallocations must be approved by the JCMH Grants Administrator. Please send all reallocation requests via email to the Grants Administrator at Patrick.passmore@txcourts.gov for review and approval.
8. Unobligated Balances: At the end of a budget period any unspent funds will be returned to the JCMH. Fund carryover and no-cost extensions must be approved by the JCMH Grant Administrator in writing prior to the end of a budget period.
9. Supplanting Prohibited: Applicants may not reduce the amount of funds provided to courts or local mental health stakeholders because of funds provided by this grant. Supplanting is defined as the withdrawal of local, private, or other public funds for services that were available during previous years of funding for the same program purpose in the same manner.
10. Use of Program Income: Applicants may use funds received through program income to fulfill the matching funds requirement, if applicable.

11. Awards: Publishing these guidelines and instructions do not obligate the JCMH to fund any programs.
12. Partial Funding: The JCMH may recommend funding for all or any portion of a program submitted in the application.
13. Substitution: The JCMH may recommend alternative funding sources, special conditions, or alternative program elements in response to submitted applications.
14. Reporting Requirements: Grantees may be required to submit two reports during the grant period: an interim and a final program progress report.
    a. The final progress report is due at the completion of the grant period. The deadline is prescribed in the Notice of Award under "Reporting Requirements." The JCMH will provide a template for both reports on its website at http://texasjcmh.gov. The JCMH may also require that each grant recipient provide a copy of any independent or required audit completed by a grantee to help ensure adequate accountability of organizations expending JCMH funds. A copy of the audit must be submitted to the JCMH Grant Administrator within 30 days after completion of the audit. Grantees should take note that failure to submit reports within the recommended timeframe may result in delay in final payments and hold on future funding. The JCMH reserves the right to require additional reports or submission of backup for auditing purposes at any time during the grant year.
15. Future Funding on Continued Projects: The JCMH reserves the right to recommend funding for the current grant year only. Future funding will be based on the applicant submitting a new application to continue funding in subsequent years, submission of progress reports, a demonstration of successful progress made in implementing the program evidenced by a formal evaluation, and future availability of funds.

HAYS COUNTY JOB DESCRIPTION

Job Code: TBD
Grade: 117
FLSA: Non-Exempt

Prepared by: Human Resources & CCAL
Date Prepared: April 2026

Behavioral Health Court Liaison

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. This list of responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Summary
Under general supervision of the County Court at Law Judges, the Court Liaison performs advanced administrative, coordination, and analytical work to support the efficient operation of the Treatment Courts and the broader behavioral health justice system.

This position serves as the central point of coordination between courts, jail, local mental health authorities (LMHAs/LBHAs), attorneys, supervision departments, and service providers to improve communication, reduce system inefficiencies, and ensure compliance with statutory requirements. The role focuses on identifying earlier and timely access to treatment and services for individuals with mental health needs through cross-agency communication, data tracking to determine how individuals move through the system, providing judges with timely and actionable information and resources to support effective case management and resolution. Improve planning and continuity of care to reduce repeated jails bookings and recidivism. Identity systemic inefficiencies and measure cost savings.

The work involves independent judgment, problem-solving, and system-level analysis that may impact County operations, policy, and interagency coordination.

Responsibilities
System Coordination & Liaison

- Serve as a single point of contact to improve communication between courts, jail staff, LMHAs/LBHAs, prosecutors, defense counsel, pretrial services, probation, re-entry providers, and community-based service providers.
- Act as liaison between the Mental Health Court, justice system partners, and behavioral health providers to ensure coordinated service delivery and case processing.
- Facilitate cross-agency collaboration to address barriers impacting individuals with behavioral health needs in the justice system.

Court Support & Case Flow Management

- Support courts in meeting statutory requirements, including Texas Code of Criminal Procedure Article 16.22 early identification processes and competency restoration processes.
- Monitor behavioral health case flow and identify delays, including continuances, competency waitlists, and extended jail stays.
- Collaborate with system partners to develop and implement strategies to reduce case processing delays and improve efficiency.
- Provide judges with timely, relevant, and accurate information to support efficient case resolution and improved outcomes.

Data Tracking, Reporting & Analysis

- Coordinate with JCMH and Texas Institute for Excellence in Mental Health (TIREMH) on data reporting and analysis
- Track and report standardized case-level data to monitor system performance, including reductions in continuances, jail stays, and case processing timelines.
- Prepare standardized case-level reports, dashboards, and summaries for judges, county leadership, and grant stakeholders.
- Identify trends, gaps, and opportunities for system improvement using data-driven analysis.

Program Development & System Improvement

- Identify and document system-level improvements that increase efficiency, reduce duplication of services, and improve outcomes for the County and State.
- Assist in the development and implementation of policies, procedures, and best practices related to behavioral health case processing.
- Support grant-related activities, including compliance, reporting, and performance measurement requirements.

Reentry & Continuity of Care

- Support reentry coordination efforts with system partners to reduce repeat bookings and improve continuity of care for individuals with behavioral health needs.
- Collaborate with community providers and supervision agencies to improve linkage to services upon release from custody.

Administrative & Operational Support

- Maintain records, reports, and documentation related to Mental Health Court operations and system coordination efforts.
- Participate in meetings, trainings, and stakeholder workgroups related to behavioral health and justice system coordination.
- Perform other duties as assigned.

Supervision

This position does not typically supervise staff but may coordinate the work of cross-functional teams, stakeholders, and partner agencies.

Guidelines

The Court Liaison exercises independent judgment in interpreting and applying federal, state, and local laws, court procedures, grant requirements, and behavioral health system practices. Work requires adapting guidelines to complex, multi-agency situations and developing practical solutions to system challenges.

Knowledge Required

- Knowledge of criminal justice systems, court operations, and behavioral health systems
- Knowledge of Texas Code of Criminal Procedure, including Article 16.22 and competency processes
- Knowledge of mental health service systems, LMHAs/LBHAs, and community-based resources
- Knowledge of data collection, reporting, and performance measurement practices
- Knowledge of interagency coordination and system-level problem solving

Skills Required

- Strong analytical and problem-solving skills
- Ability to interpret and apply laws, policies, and procedures
- Excellent communication and stakeholder coordination skills
- Skill in data tracking, reporting, and analysis
- Ability to manage multiple priorities and deadlines in a complex environment
- Strong organizational and project coordination skills

Education and/or Experience

- High school diploma or equivalent required.
- Bachelor’s degree in criminal justice, public administration, social work, psychology, or a related field preferred.
- Minimum of five (5) years of experience in court operations, criminal justice, behavioral health, or program coordination
- Experience working with justice-involved individuals or behavioral health systems preferred
- Any equivalent combination of experience or education may be substituted on a year for year basis.

Other Qualifications, Certificates, Licenses, Registrations

- Valid Texas Class C driver’s license
- Ability to obtain relevant system access (e.g., CJIS, court systems)

Physical Demands The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is subject to:

- Prolonged periods of sitting at a desk and working on a computer.
- Frequent use of hands and fingers for typing, writing, and operating office equipment (e.g., computer, telephone, copier).
- Occasional standing and walking to attend court sessions or interact with staff, judges, and the public.
- Occasional lifting or carrying of files, documents, or office supplies (typically up to 20 pounds).
- Visual acuity required for reading legal documents, computer screens, and fine print.
- Hearing and verbal communication abilities for interacting with staff, judges, attorneys, and the public.
- Mental stamina to handle complex administrative and legal tasks, high volumes of information, and multi-tasking in a busy environment.
- Occasional travel between courts or to off-site locations (e.g., for training, transportation coordination.

Work Environment The work environment characteristics described here are representative of those an employee encounters while performing essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in a normal office setting. Crowded conditions may exist. The employee is occasionally exposed to health or physical hazards, such as agitated, violent, or contagious individuals.

Acknowledgement

I agree that I am able to satisfactorily perform the essential duties listed above with or without reasonable accommodations. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment, and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

_____ _____

Employee Signature Date

Community Description

Provide a brief description of your county, including demographics, population, available resources, and any other information that gives a clear picture of your jurisdiction. Include a description of any mental health or behavioral health task forces and current efforts.

Hays County is centrally located between Bexar and Travis County, the fourth and fifth largest counties in the state. Hays County's total population was 280,486 individuals in 2025 with nearly 30.0% of the population located in a rural area (County Health Rankings and Roadmaps, 2026). More than half (51.7%) of the population identified as White, 39.6% Hispanic, and 4.2% non-Hispanic Black.

About 16.0% of adults within the county are uninsured. Compounding factors such as limited primary care providers (2,210:1) and mental health providers (690:1) per resident impede direct access to healthcare, especially mental healthcare. On average, adults in the county reported experiencing poor mental health days on five or more days within the last 30 days. Similarly, 17.0% of the county's adult population report experiencing frequent mental distress on fourteen or more days within the last 30 days. More than a quarter (27.0%) of adults reported experiencing a lack of social and emotional support they desire (County Health Rankings and Roadmaps, 2026).

County Court at Law #3 facilitates the Mental Health Court and Assisted Outpatient Treatment programs. Beginning in 2023, the Mental Health Court initiated the program for Hays County residents with misdemeanor or felony offenses to provide case management, counseling, and psychiatric services to ultimately promote the health and well-being of residents, reduce wait time in jail, and reduce recidivism.

The Assisted Outpatient Treatment program has existed for residents for over three years. Program funding is provided by the Substance Abuse and Mental Health Services Administration to support personnel costs, contractual services, technical equipment, and healthcare access. The AOT program is run in County Court at Law #3 to support individuals in the criminal justice system experiencing mental health and substance use challenges. This program has demonstrated immense success promoting rehabilitation, social support services, criminal justice system support, and individual well-being.

Other judicial services in the County include the Veterans Treatment Court that supports veterans and active-duty service members to achieve sobriety, recovery, and stability. Participants dedicate one to two years actively engaging in mental health and substance use treatment to divert from traditional criminal justice processes.

In addition to these efforts, Hays County provides a full-time Behavioral Health Coordinator position within the Health Department to coordinate regular community outreach and foster stakeholder relationships. They are members of the Behavioral Advisory Team that regularly coordinates meetings amongst stakeholders to make recommendations and take

actionable approaches to supporting residents. Similarly, the Core Four Partnership between the City of San Marcos, San Marcos CISD, Texas State University, and Hays County, have been established for several years. The Core Four worked to organize a Mental Health Coalition as well.

Law enforcement, such as the Hays County Sheriff's Office, have established a Crisis Unit consisting of a sergeant, crisis intervention deputies and crisis intervention liaisons. The County invests in the Combined Emergency Communications Center, where dispatchers regularly participate in training to de-escalate crises and respond proactively.

In January of 2026, Hays County established a Jail-Based Competency Restoration Program to address delays in behavioral healthcare and time spent in jails. Prior to the program's initiation, inmates spent more than 300 days in jail awaiting mental health evaluation and treatment. This evidence-based therapeutic program has shown significant improvement to restoring competency within 60 days or less in neighboring counties.

Hays County will continue to encourage data collection and availability through SIM mapping, community health needs assessments, PIT counts, and social service surveys. Each of these county-wide initiatives serve as opportunities to identify systemic strengths and weaknesses to address behavioral health and overall well-being.

Each of the programs specializes in taking steps to address accessible behavioral healthcare. This grant project promotes efforts towards Hays County's Strategic Plan, to develop, launch, and sustain mental health diversion programs. The Court Liaison will facilitate collaboration, evaluation, monitoring, planning, and education throughout Hays County to promote equitable access to mental healthcare and efficient case processing for participants.

County Health Rankings and Roadmaps. (2026, March 25). Hays, TX. https://www.countyhealthrankings.org/health-data/texas/hays?year=2025

Vision for Implementation

Describe the infrastructure in place to implement this program and how your county envisions incorporating the Court Liaison into day-to-day operations.

The mission of the Hays County Mental Health Court is to divert individuals with serious mental illness, substance use disorders, and intellectual and developmental disabilities from the criminal justice system into long term community-based treatment and support. Through accountability, compassionate care, and community collaboration, their aim is to promote stability, recovery, and long-term wellness. Hays County Court at Law #3, Mental Health Court, is led by Judge Elaine Brown.

Program participation is initiated through a referral process. Referrals can be made by medical professionals, law enforcement officers, judges, attorneys, relatives, oneself, and the District Attorney's office. Eligibility criteria have been standardized by the respective programs with stakeholder input. The Court Administrator is responsible for managing MHC functions, processing referrals, and administrative coordination. To determine eligibility, the Court Administrator utilizes the GAD-7, Brief Resilience Scale, an internal mental health assessment, and PHQ-9. The Court Administrator maintains the MHC docket as scheduled.

The Court Caseworker supports determining program eligibility, links individuals to resources, coordinates referrals, and monitors engagement to make recommendations to the MHC Judge. The Caseworker currently manages all progress reports.

The programs would not operate smoothly without several stakeholders and partnerships involved. Defense Attorneys, Prosecutors, and Community Supervision Officers each provide regular input and closely work with each participant. Both of the MHC and AOT programs provide access to behavioral health care, medication, transportation, counseling, legal services, and housing. Many of these activities are contractually provided through grant funding and are necessary to promote individual well-being.

Successful participation in the MHC looks like a participant achieving mental health stability through treatment adherence, maintaining sobriety, achieving treatment plan goals, and following court orders. The MHC meets with each participant every other week to review individual progress. Progress is rewarded through incentives and graduation to each of the three phases. Phase I is met by achieving clinical stabilization. Phase II requires maintaining pro-social habilitation and rehabilitation. Phase III promotes adaptive habilitation and establishes a continuum of care.

The Court Liaison will be an essential position tasked with strengthening relationships internally between departments and externally with community partners. The current capacity of the Mental Health Court is limited in coordinating dissemination, outreach and education. The current staff have worked to prioritize case management and participant engagement. The Court Liaison will be responsible for coordinating internal and external meetings on a regular basis to lead effective communication methods. This position will be tasked with establishing a tool for case management that allows for review by involved professionals to ensure efficient and proactive services are offered to participants.

The Mental Health Court Judge also defines the position to be responsible for establishing partnerships with JCMH, the Texas Association of Specialty Courts, Capital Area Council of Governments, and the Texas Institute for Excellence in Mental Health. These partnerships are necessary to evolve best practices, organize methods of funding, promote monitoring, and improve communication regionally. This position will also coordinate with the Deputy County Administrator who is facilitating conversations to promote criminal justice reform outlined in the County's Strategic Plan.

The mental Health Court Judge will oversee the Court Liaison. The Program Administrator and Case Workers coordinate eligibility, assess individual needs, and coordinate individual's participation. The Court Liaison will increase program efficiency and strengthen partnerships between the criminal justice system, local mental health authority, and amongst stakeholders.

Need for Participation

Explain why it is important for your county to participate in this pilot program at this time. Include the number of defendants currently on the HHS Competency Restoration Clearinghouse Waitlist for both felony and misdemeanor offenses (listed separately). Additionally, include any specific challenges (e.g., backlog of defendants awaiting competency restoration, communication gaps between courts and providers, or repeated jail bookings for individuals with mental health needs) that a Court Liaison could help address.

The Mental Health Court Judge and Court Administrator have identified a gap in coordination efforts the Court Liaison will be successful in facilitating and organizing. The Mental Health Court, Assisted Outpatient Treatment Program, and Drug/DWI Court have each led systemic changes to address behavioral health in the community. Countywide efforts between Pre-Trial Services, Parole, Probation, District Attorney's Office, Jail, Specialty Courts, Law Enforcement, EMS, 911 Dispatch, and the Health Department are necessary to carry out effective programs. Though, each department specializes in their individual missions and organizes their efforts differently.

The Court Liaison will champion efforts to collectively gather each of these departments to promote communication. The current communication and case coordination processes impede moving cases efficiently through the system. Increased wait times negatively impact enrollment, participation, and recidivism rates. The Court Liaison will enroll for technical assistance from JCMH and similar professional organizations to navigate an effective tool to promote interdepartmental communication.

As of April 1, 2026, there were eleven total individuals on the waitlist for the JBCR program; nine of which were associated with a felony offense and two misdemeanor offenses. Within April, there was one graduate from the JBCR program. Since 2024, there have been 49 participants enrolled in the Mental Health Court program. Of those individuals, five of them spent 30 or more days receiving inpatient behavioral health care. Nearly 90.0% of participants identified as experiencing mental health or substance use issues.

The proposed pilot program, to hire a Court Liaison to support Hays County's Mental Health Court, is expected to promote outcomes of increased oversight of mental health programs. Similarly, community coordination is anticipated to increase through information sharing and establishing regular meetings. As a result, the number of participants receiving behavioral health and substance use healthcare would increase and wait times to access would decrease. The Court

Liaison's commitment to coordinating regional partnerships should also work to improve identifying funding sources, program monitoring, and increasing regional capacity.

The proposed Court Liaison position will be the first of its kind within the County. Their responsibilities will bolster the Mental Health Court's capacity to coordinate participant care and services. This addition will promote countywide efforts to address behavioral health. The project aligns with the Hays County Strategic Plan to both prioritize well-being and criminal justice reform. This position will also serve as a point of contact throughout the region.

Judicial Oversight

Identify the lead judge who will provide direct oversight of the Court Liaison and describe how judicial involvement will be structured in your county.

County Court at Law #3, Mental Health Court, is led by Judge Elaine Brown. Judge Brown will directly oversee the Court Liaison position. The Court Administrator will also provide managerial support to the Court Liaison. The Case Worker will work concurrently with the Court Liaison to balance responsibilities including program adherence, active participation, referral coordination, program monitoring, and facilitating stakeholder relationships.

County Court at Law #3, Mental Health Court, has established workflows between the District Attorney's Office, Local Mental Health Authority, prosecutors, defense council, pretrial services, probation, and community-based providers. Initial access to MHC services are typically established through crisis lines or through community crisis teams. Local law enforcement and hospitals have established methods of communication and have been educated on the program's process to provide referrals. Though, a single point of contact is lacking, highlighting the need for the Court Liaison position.

Following detention and initial court appearances, the Mental Health Court Judge will determine whether an individual is fit for participation and outline the requirements. The Mental Health Court exists to prevent recidivism and promote behavioral health to divert participants from going back to jail or prison.

Commitment to Data and Evaluation

Describe how your county currently collects data and how your county intends to meet the data collection and reporting requirements, participate in evaluation activities, and use results to improve system efficiency and accountability.

The 2022, the SIM Map for Hays County ranked improving information and data sharing as its fourth priority. The Court Liaison will be the point of contact to identifying key participants, setting meetings in relevant locations, and establishing regularly scheduled meetings and events. The County has identified UniteUs as a valuable software tool that has strong potential to be implemented in the future. The SIM Map highlighted the need for available data

for countywide stakeholders. Materials including newsletters, presentations to Commissioners Court, participation in regional planning, and regular updates to internal departments are all feasible options for the Court Liaison to oversee.

The Court Liaison would explore these efforts through published toolkits, participating in training, and attending meetings. Data would include the number of bookings, average length of stay, resource referrals, graduation rates, employment rates, and recidivism. In addition to data collection efforts, Hays County has applied to complete the SIM Map for 2027.

Anticipated Challenges

Discuss any obstacles or hurdles you anticipate regarding adhering to the schedule or expectations of this pilot program. This should include issues such as data reporting capacity, staff allocation for technical assistance activities, or judicial availability.

The greatest opportunity for improvement would be to regularly coordinate communication both internally and externally. The Mental Health Court has identified many internal and external stakeholders are siloed. Identifying feasible avenues for communication that are accessible to many professionals across several departments would be the greatest achievement for the Court Liaison.

To achieve that goal, the Court Liaison will first need to navigate each internal and external stakeholder's mission statement. A barrier to regular communication would be that department and organizational missions do not prioritize some of the same needs such as communication and data sharing. Early steps would be to establish regular meetings to work towards an overall countywide mission.

The presumptive challenges are expected to decrease because of the length of grant period being over four years allowing time to establish and maintain relationships. Similarly, the grant funds would be used to support travel and training for the Court Liaison to develop skills to best coordinate dissemination, outreach, and education.

JCMH Mental Health Court Liaison FY27				
Item	Description	Qty	Cost	Total Amount
Salary and Fringe				
To-be-hired Court Liaison for County Court at Law #3, Mental Health Court	Salary for the Court Liaison Grade 117 Step 3 (9/1/26-8/30/27)	1	$50,678.00	$50,678.00
	Fringe (9/1/26-8/30/27) FICA $3,142.04, Medicare $734.83, Retirement $6,410.77, Medical ins $15,124.53, Dental ins $404.88, and Life ins $66.00	1	$25,883.04	$25,883.04
	Salary for the Court Liaison Grade 117 Step 4 (9/1/27-8/30/28)	1	$52,199.00	$52,199.00
	Fringe (9/1/27-8/30/28) FICA $3,236.34 Medicare $756.89, Retirement $6,603.17, Medical ins $15,124.53, Dental ins $404.88, and Life ins $66.00	1	$26,191.81	$26,191.81
Total			$154,951.85	$154,951.85
Equipment				
Technical Equipment	Dell laptop	1	1,396.00	$1,396.00
	Laptop Slipcase	1	22.00	$22.00
	Phone License	1	72.00	$72.00
	Desk Phone	1	248.00	$248.00
	Wireless Keyboard and Mouse	1	39.00	$39.00
	Dual Monitors	1	581.00	$581.00

Office Equipment	One desk chair	1	91.00	$91.00
Total			2,449.00	$2,449.00
Other Materials				
Technical Subscriptions	Subscriptions include Canva, Survey Monkey, and related platforms to distribute educational materials regularly through digital media such as social media, email, and County websites	1	$1,500	$1,500.00
Consumables	Consumables to be used during regular meetings for stakeholders	1	$1,000	$1,000.00
Outreach Materials	Printing services for outreach materials	1	1,000.00	$1,000.00
Total			3,500.00	$3,500.00
Travel and Training				
Continuing Education	Texas Association of Specialty Courts RISE Conference dates TBD for 2027 registration	1	$400	$400.00
	Lodgining $191.00/night x 4 nights	1	$764	$764.00
	Per diem $16/ breakfast x 4 days =$64; $19 lunch x 4 days= $76; $28/dinner x 4 nights= $112	1	$252	$252
Travel	Mileage to Dallas, TX from San Marcos, TX 487.5 miles x 0.725	1	$353.50	$353.50
	Parking $40/ night	4	$160	$160.00

	Regular mileage to and from local meetings, regional meetings, and between stakeholders. Mileage rate is $0.725/ mile	1	$2,169	$2,169.65
Total			$4,099	$4,099.15
				$165,000.00

Notes

Resolution

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, The Hays County Commissioners' Court finds it in the best interest of the citizens of Hays County, that the Hays County Court Liaison Pilot Program grant project be operated in the 2027 through 2028 year; and

WHEREAS, The Hays County Commissioners' Court agrees in the event of loss or misuse of the Judicial Commission on Mental Health, the Hays County Commissioner's Court assures that the funds will be returned to the Judicial Commission on Mental Health; and

WHEREAS, The Hays County Commissioners' Court designates Ruben Becerra, 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 the submission of the grant application for the Hays County Court Liaison Pilot Program grant project to the Judicial Commission on Mental Health.

ADOPTED THIS THE 12TH DAY OF MAY, 2026

_____
Ruben Becerra
Hays County Judge

ATTEST:

_____
Elaine Cardenas
Hays County Clerk

AGENDA ITEM REQUEST FORM: J. 8.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Michael Berlad

Sponsor: Commissioner Smith

Agenda Item

Discussion and possible action to authorize the Director of Development Services or designee to establish protocols, requirements, and develop related forms for the purpose of mass permitting (issuing one permit for multiple lots or tracts of land). **SMITH**

Summary

Development Services is requesting to allow the director or their designee to create processes, policies, and requirements for mass permitting. Currently, a developer must apply for a permit on each individual lot or tract of land whereas the establishment of mass permitting will allow a single permit to be issued across multiple lots or tracts of land. The creation of a mass permitting process will make the overall development process more simplified, efficient, and transparent.

Attachments

Grading and Land Use Permitting Process

Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle Texas 78640
(P) 512-393-2150 (Web) www.hayscountytx.gov

Grading and Land Use Permitting Process

The goal of the proposed changes is to be more transparent, streamline current processes, and be more efficient.

Current permitting process:

1. An application is required for each tract, parcel, or lot. Along with the completed application, supporting documentation and applicable fees are required.
    a. Documentation Requirements
        i. Tax Statement showing $0.00 balance
        ii. Site Plan
        iii. Floor Plan/Pool Plan
        iv. Location Map
    b. Development Outside the floodplain - $100 fee
    c. Development Inside the floodplain - $300 fee
2. Once a completed application with all associated materials is received, the application is sent to an Environmental Health Specialist (EHS) for review.
3. Once all comments from the EHS are approved, a permit is issued for each application.
4. Example:
    a. A developer who needs to grade 4 tracts of land is required to fill out 4 identical applications, one for each tract of land. Submit 4 very similar sets of plans and pay the aforementioned fee 4 times.
    b. A developer who creates a dedicated easement across 12 lots to lay out water or wastewater lines is required to fill out 12 identical applications, one for each lot. Submit 12 very similar sets of plans and pay the aforementioned fee 12 times.

Proposed permitting process:

1. A single application will be required noting each individual tract, parcel, or lot. Along with the completed application, supporting documentation and applicable fees will be required.
    a. Documentation Requirements
        i. Grading / Site Plan
        ii. Location Map
    b. A fee for each affected tract, parcel, or lot will be required.
        i. Development Outside the floodplain - $100 fee x total number of tracts, parcels, or lots.
        ii. Development Inside the floodplain - $300 fee x total number of floodplain crossings
2. Once a completed application with all associated materials is received, the application is sent to an Environmental Health Specialist (EHS) for review.
3. Once all comments from the EHS are approved, a permit is issued for each application.
4. Example:
    a. A developer who needs to grade 4 tracts of land will be required to fill out 1 application. Submit 1 set of plans and pay the aforementioned fee once (based on the total number of tracts, parcels, or lots.)
    b. A developer who creates a dedicated easement across 12 lots to lay out water or wastewater lines will be required to fill out 1 application. Submit 1 set of plans and pay the aforementioned fee once (based on the total number of tracts, parcels, or lots.)

AGENDA ITEM REQUEST FORM: J. 9.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Stephanie Hunt, Aaron Jones

Sponsor: Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the Transportation Department to upgrade their OpenGov Enterprise Asset Management system through SHI Government Solutions, totaling $26,900.04 and amend the budget accordingly.
SMITH/A.JONES/HUNT

Summary:

The Transportation Department is requesting to upgrade their OpenGov Enterprise Asset Management System to allow them to utilize the OpenGov Pavement software to assist in roadway assessment countywide.

Fiscal Impact:

Amount Requested: $26,900.04
Line Item Number: 020-710-00.5429

Budget Office:

Source of Funds: Road and Bridge General Fund
Budget Amendment Required Y/N?: Yes
Comments:
($26,901) - Decrease Contract Services Road Work 020-710-00.5448_010
$26, 901 - Increase Software Maintenance and Licensing 020-710-00.5429

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Omnia Partners 2024056-02

Auditor's Office:

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

SHI Quote
OpenGov - SOW

Pricing Proposal
Quotation #: 27424552
Created On: 4/16/2026
Valid Until: 5/29/2026

TX-County of Hays Auditor

Ivy Saunders
712 S. Stagecoach Trail
Suite 1206
San Marcos, TX 78666
United States
Phone:
Email: ivy_saunders@co.hays.tx.us

Client Solutions Manager

Richard Lettiere
3828 Pecana Trail
Austin, TX 78749
Phone: 800-870-6079
Fax: 512-732-0232
Email: Richard_Lettiere@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	Asset Management Systems Integration - Between $300-500 Million - 1Y OpenGov - Part#: OG-TWCL-B300500M-AR-1Y Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 6/2/2026 - 11/1/2026 **Note:** Software, ESD	1	$1,651.69	$1,585.63	$1,585.63
2	OMS Advanced Material Management OpenGov - Part#: CG-OMSAMM-RSL Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 6/2/2026 - 11/1/2026 **Note:** Software, ESD	1	$0.00	$0.00	$0.00
3	Custom Domains - Between $300-500 Million - 1Y OpenGov - Part#: OG-TWDA-B300500M-AR-1Y Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 6/2/2026 - 11/1/2026 **Note:** Software, ESD	1	$751.03	$720.99	$720.99
4	Transportation Domain - Between 300-500 Million - 1Y OpenGov - Part#: OG-TWBC-B300500M-AR-1Y Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 6/2/2026 - 11/1/2026 **Note:** Software, ESD	1	$3,379.63	$3,244.45	$3,244.45

5	Asset Management Base Bundle - Between $300-500 Million - 1Y OpenGov - Part#: OG-TWHX-B300500M-AR-1Y Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 6/2/2026 - 11/1/2026 **Note:** Software, ESD	1	$10,144.24	$9,738.47	$9,738.47
6	Professional Services Deployment - Prepaid - Between $300-500 Million - 0Y OpenGov - Part#: OG-PSBG-B300500M-OT-0Y Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 6/2/2026 - 11/1/2026 **Note:** Software, ESD	50	$241.88	$232.21	$11,610.50
				Total	$26,900.04

Additional Comments

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Customer's use of the OpenGov Services is pursuant to the OpenGov End User License Agreement in effect on 11/2/2025, available at https://opengov.com/terms-of-service/end-user-license-agreement/.

Any Professional Services shall be performed pursuant to the attached Statement of Work, if any.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Statement of Work

County of Hays, TX

Creation Date: 03/25/2026
SoW Expiration Date: 06/25/2026
Document Number: PS-11530.1
Created by: Brittany Worthy

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Exhibit 1: Implementation Activities **6**

OpenGov Statement of Work

1. Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to County of Hays, TX ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

2.1. Exhibit 1: Implementation Activities

2.1.1. Enterprise Asset Management (EAM)

3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

Any failure by Customer to meet its responsibilities under this SOW (each, a "Customer Delay") will automatically suspend the affected obligations of OpenGov for the duration of the Customer Delay and for a reasonable restart period thereafter. All affected milestones, delivery dates, and service-level commitments

will be extended on a day-for-day basis (or as otherwise reasonably necessary) to account for the Customer Delay, and may result in an adjustment of the fees if OpenGov incurs additional time, materials, or other costs as a result. Under no circumstances will any consequence of a Customer Delay constitute a breach by OpenGov of this SOW or of the Agreement, nor will OpenGov be liable for any failure to meet a performance obligation that is caused, in whole or in part, by a Customer Delay.

5. Project Delivery

OpenGov will perform services under this SOW remotely. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

6. Estimated Schedule

The specific timeline, including order of delivery of the product(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov may reallocate resources without penalty and will not be responsible for resulting delays.

8. Modifications

The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order") . Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

Data Services

OpenGov will:

- Provide the following data services to load customer's pavement data into OpenGov Enterprise Asset Management:
    - OpenGov will provide a template file to third-party vendors, so processed data can be delivered to OpenGov in the required format.
    - OpenGov will provide a review, not to exceed two (2) hours, of Enterprise Asset Management data requirements to customer and third-party vendor staff.
    - OpenGov will provide a field map review, not to exceed two (2) hours, to identify the Enterprise Asset Management destination fields for up to 10 additional data attributes which may have been collected.
    - A test conversion service to facilitate data conversion validation and testing
    - One revision of the source data used for the test conversion service
    - A production conversion service utilizing the final, approved source data

Assumptions, Requirements, and Considerations

- This scope of work is isolated to data load activities and does not include any manipulation of collected data.
- Data must be provided to OpenGov staff in Esri shapefile or .csv formats
    - If Pavement spatial data is not provided, and does not currently exist in the customer Enterprise Asset Management database, OpenGov will load Pavement condition data without impacting the existing spatial implementation.
    - Prior to collection efforts, third-party vendors must ensure collected data can be linked to a OpenGov Pavement ID.
- OpenGov Enterprise Asset Management calculates PCI values based on the ASTM-6433-11 – Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys standard. Data collection firms are required to provide Distress, Severity, and Extent values as specified by the aforementioned standard.

The following data attributes are either required (*) or highly recommended to support robust pavement management functionality in OpenGov.

PAVEMENT INVENTORY TABLE		
NAME	**DATA TYPE**	**DESCRIPTION**

*** OpenGov ID**	**Text**	Unique identifier for OpenGov Pavement (section) record. *Note: This ID will be used to link all associated roadway section related tables*
*** Pavement Length**	**Quantity (Number w/ Unit)**	Length of the Pavement section *Note – Quantity fields require two data cells per row: 1 Number value and 1 Unit of Measure (m, km, mi, yd)*
*** Pavement Width**	**Quantity (Number w/ Unit)**	Width of the Pavement section *Note – Quantity fields require two data cells per row: 1 Number value and 1 Unit of Measure (m, km, mi, yd)*
*** Pavement Classification**	**Text (Lookup)**	Pavement Classification value for OpenGov Pavement record. Default values: *Asphalt*, *Brick and Block*, *Concrete*, *Earth*, *and Gravel*
*** Function Classification**	**Text (Lookup)**	Functional Classification value for OpenGov Pavement record. Default values: *Rural Arterial*, *Rural Collector*, *Rural Local*, *Urban Arterial*, *Urban Collector*, *and Urban Local*
Street	Text (Lookup)	Street name for OpenGov Pavement record
Street Ahead	Text (Lookup)	(Intersecting) Street Ahead name for OpenGov Pavement record
Street Back	Text (Lookup)	(Intersecting) Street Back name for OpenGov Pavement record
Construction Date	Date	Construction date helps establish a baseline for each asset. This baseline is crucial when managing condition and deterioration of high cost, high impact assets.

- *Pavement attributes must include Length and Width values*

- *Pavement Classifications should be limited to the following:*
    - *Gravel*
    - *Brick and Block*
    - *Concrete*
    - *Asphalt*
    - *Earth*
- *Functional Classifications should be limited to the following:*
    - *Rural Arterial*
    - *Rural Collector*
    - *Rural Local*
    - *Urban Arterial*
    - *Urban Collector*
    - *Urban Local*

PAVEMENT INSPECTION TABLE		
NAME	DATA TYPE	DESCRIPTION
* **OpenGov ID**	**Text**	**Unique identifier for OpenGov Pavement (section) record.** ***Note: This ID will be used to link all associated roadway section related tables***
* **Inspection ID**	**Text**	**Unique identifier for inspections**
* **Inspection Date**	**Date**	**Inspection date**
Average IRI	Quantity with Unit	If applicable, a pre-calculated Average IRI value must be provided. Additionally, an Average IRI value should be converted and provided in a 0 to 100 scale for use in OpenGov's Overall Condition Index (OCI) calculation.

PAVEMENT DETAILED DISTRESS TABLE**		
NAME	DATA TYPE	DESCRIPTION
* **OpenGov ID**	**Text**	**Unique identifier for OpenGov Pavement (section) record.** ***Note: This ID will be used to link all associated roadway section related tables***
*** Inspection ID**	**Text**	**Unique identifier for Inspection records**
*** Sample ID**	**Text**	**Unique identifier for Sample Areas**
Sample To	Integer	Identify the end of the Sample Area
Sample From	Integer	Identify the beginning of the Sample Area
Sample Width	Quantity with Unit	Identify the Width of the Sample if the Sample Width differs from the Pavement Width
*** Distress**	**Text (Look up)**	Values must match distresses specified in the ASTM-6433-11 standard.
*** Severity**	**Text (Look up)**	*Low, Moderate, High*
** Extent*	*Number*	*Must be represented as a percentage number value*

Note: Distress data should be collected in accordance with ASTM D-6433-11 standards, including extent and severity.

- *Distress Severities must be limited to the following:*
  - *Low*
  - *Moderate*
  - *High*
- *Standard distresses:*
  - *Asphalt Longitudinal Cracking and Asphalt Transverse Cracking should be combined into a single distress.*
  - *PCC Faulting Right and PCC Faulting Left should be combined into a single distress.*
  - *PCC Longitudinal Cracking and PCC Transverse Cracking should be combined into a single distress.*

- *Asphalt Raveling & Weathering should be separated into Asphalt Raveling and Asphalt Weathering – Surface Wear.*
- *ASTM-6433-11 requires unique "Distress + Severity" combinations per Sample area.*

PAVEMENT CONDITION CATEGORY TABLE		
NAME	DATA TYPE	DESCRIPTION
*** OpenGov ID**	**Text**	**Unique identifier for OpenGov Pavement (section) record.** ***Note: This ID will be used to link all associated roadway section related tables***
*** Inspection ID**	**Text**	**Unique identifier for Inspection records**
Condition Category	**Text (Lookup)**	A value that generally reflects a high-level condition using a 0 to 100 scale index. For example, OpenGov Enterprise Asset Management recognizes PCI as a Condition Category. IRI values provided in a converted 0 to 100 scale can be loaded as a Ride Condition Category thereby impacting the Overall Condition Index (OCI) value in
Index	Integer	A value, on a 0 to 100 scale, which reflects the condition of the corresponding Condition Category

Customer will:

- Provide PCI data in the OpenGov format within two (2) weeks of project kick-off.

Core Training:

- Provide Scenario Builder remote train-the-trainer training, up to four (4) sessions. Training topics include:
    - Scenario Builder
        - Settings:
            - Prediction Groups
            - Minimum Condition Groups

        - Activities and Impacts
        - Criticality Factor
        - Install/Replaced Dates
    - Scenarios:
        - Planned Work
        - Map Control
        - Work Order Creation
        - Scenario Types
        - Plan Years and Budgets
        - Protocols
        - Data Exports
    - OpenGov recommended best practices for scenario builder

Completion Criteria

- Scenario Builder Training has been conducted.

AGENDA ITEM REQUEST FORM: J. 10.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: A. Jones

Sponsor: Commissioner Cohen

Agenda Item

Discussion and possible action to authorize execution of two quitclaim deeds with the City of Kyle for dedication of right-of-way and sidewalk right-of-way at Veterans Dr. and Silverado Dr. in Precinct 2. **COHEN/A.JONES**

Summary

There is a 241 linear gap in the partially constructed sidewalk at Veterans Dr. and Silverado Dr. in Precinct 2. Execution of two quitclaim deeds will settle title discrepancies to ownership of right-of-way for the sidewalk project by vesting any purported ownership by Hays County in the City of Kyle.

Attachments

Quitclaim Veterans Dr. ROW
ROW metes and bounds description
Quitclaim Veterans Dr. sidewalk ROW
Veterans Dr. sidewalk metes and bounds description

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
§ **QUITCLAIM DEED**
COUNTY OF HAYS §

Grantor:	HAYS COUNTY, TEXAS a political subdivision of the State of Texas
Grantor's Mailing Address:	111 E. San Antonio Street, Suite 300 San Marcos, Hays County, Texas 78667
Grantee:	THE CITY OF KYLE, TEXAS a political subdivision of the State of Texas
Grantee's Mailing Address:	100 W. Center St. Kyle, TX 78940
Consideration:	Good and valuable consideration the receipt and sufficiency of which is hereby acknowledged.
Property (including improvements):	All of that certain parcel of land labeled as "PROPOSED RIGHT-OF-WAY" described by metes and bounds and in the survey drawing attached as ***Exhibit A***.

QUITCLAIM AND RELEASE

NOW, THEREFORE, for the acceptance of the maintenance responsibilities of the Property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Grantor does hereby remise, release, and forever QUITCLAIM to Grantee all of its rights, title, and interests, if any, to the Roadway Area and to the Property, together with all improvements thereon and all of Grantor's right, title, and interest, if any, in and to all roads, streets, alleys, privileges, association rights and easements belonging and appurtenant to such lands.

Grantor grants, to have to and to hold, all of Grantor's rights, title, and interests, if any, in and to the Roadway Area and to the Property to Grantee, and to its heirs and assigns forever WITHOUT ANY WARRANTIES OR REPRESENTATIONS BY GRANTOR, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW; so that neither Grantor nor Grantor's heirs, legal representatives, or assigns shall have, claim, or demand any right or title to the Roadway Area or to the Property, its appurtenances, or any part thereof.

EXECUTED by Grantor to be effective as of the Effective Date.

[Signature Page Follows]

QUITCLAIM DEED

GRANTOR SIGNATURE PAGE

GRANTOR:

HAYS COUNTY, TEXAS, a political subdivision of the State of Texas

By: _____
Judge Ruben Becerra
Hays County Judge

STATE OF TEXAS §
§ ACKNOWLEDGEMENT
COUNTY OF HAYS §

Before me, a Notary Public, in and for said county and state, on _____, 2026, personally appeared Judge Ruben Becerra, who is known to me to be the person whose name is subscribed to the foregoing instrument in his individual capacity and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Witness my hand and seal of office.

_____
Notary Public - State of Texas

EXHIBIT A
PROPERTY DESCRIPTION

[*See attached legal description, beginning on following page.*]

Exhibit A

1 Chisholm Trail, Suite 130
Round Rock, TX 78681
o. 512.248.0065 | f. 512.246.0359
stvinc.com

DESCRIPTION

OF A 0.495-ACRE (21,569 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOHN PHARASS SURVEY NO. 13, ABSTRACT NO. 361, HAYS COUNTY, TEXAS, BEING OUT OF THE REMAINDER PORTION OF A CALLED 2.18-ACRE TRACT OF LAND CONVEYED TO THE TOWN OF KYLE, TEXAS BY DEED RECORDED IN VOLUME 65, PAGE 259 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 0.495-ACRE TRACT OF LAND BEING SHOWN ON ACCOMPANYING SKETCH AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING on a 1/2-inch diameter iron rod found on the northeast right-of-way line of Farm to Market Highway No. 150, also known as Veterans Drive (80-foot right-of-way width), being the most southerly corner of the above described remainder portion of the called 2.18-acre tract, same being the most westerly corner of Lot 1, "PANTHER PARK", a subdivision recorded in Volume 4, Pages 19-20 of the Plat Records of Hays County, Texas, said 1/2-inch diameter iron rod found having Texas State Plane Coordinate System of 1983 (South Central Zone-4204, NAD83 U.S. Survey Feet,) values of N=13,911,986.70 feet, E=2,321,336.91 feet, for the most southerly corner of the herein described 0.495-acre tract of land;

THENCE with said northeast right-of-way line of Farm to Market Highway No. 150, same being the southwest boundary line of said remainder portion of the called 2.18-acre tract, **North 17° 36' 21" West** for a distance of **132.44 feet** to a 5/8-inch diameter iron rod with a yellow plastic cap stamped "STV" set for the most westerly corner of the herein described tract, from which a Texas Department of Transportation Type I Monument found on said northeast right-of-way line of Farm to Market Highway No. 150, bears North 17° 36' 21" West for a distance of 398.34 feet;

THENCE departing said northeast right-of-way line of Farm to Market Highway No. 150, through the interior of said remainder portion of the called 2.18-acre tract, the following four (4) courses and distances:

1) **South 70° 40' 55" East** for a distance of **31.27 feet** to a 5/8-inch diameter iron rod with a yellow plastic cap stamped "STV" set on an angle point of the herein described tract;

2) **North 56° 14' 31" East** for a distance of **71.34 feet** to a 5/8-inch diameter iron rod with a yellow plastic cap stamped "STV" set on the beginning point of a curve to the left;

3) with the arc of said curve to the left, having a **radius of 500.00 feet,** an **arc distance of 109.43 feet,** a **delta angle of 12° 32' 25"** and a **chord which bears North 49° 58' 19" East** for a distance of **109.22 feet** to a 5/8-inch diameter iron rod with a yellow plastic cap stamped "STV" set on the end point of said curve;

4) **North 43° 42' 07" East** for a distance of **67.35 feet** to a PK nail with shiner stamped "CHAPARRAL BOUNDARY" found on a point in the northeast boundary line of said remainder portion of the called 2.18-acre tract, same being the most southerly corner of Lot 1, Block 'A' of "SILVERADO AT PLUM CREEK, SECTION 1A", a subdivision recorded in Volume 10, Pages 183-184 of said Plat Records of Hays County, Texas and the most westerly corner of a called 60-

foot wide right-of-way dedicated by said plat of "SILVERADO AT PLUM CREEK, SECTION 1A", being shown as Silverado Drive, for the most northerly corner of the herein described tract, from which a ½-inch diameter iron rod with an orange plastic cap stamped "RDS RPLS 4094" found on said northeast boundary line of the remainder portion of the called 2.18-acre tract bears North 46° 24' 53" West for a distance of 202.69 feet;

THENCE with said northeast boundary line of the remainder portion of the called 2.18-acre tract, same being the southwest boundary line of said dedicated 60-foot wide right-of-way known as Silverado Drive, **South 46° 24' 53" East** for a distance of **60.00 feet** to a 5/8-inch diameter iron rod with a yellow plastic cap stamped "STV" set on the northwest boundary line of Lot 1, Block 'C' of said "SILVERADO AT PLUM CREEK, SECTION 1A", being the most easterly corner of said remainder portion of the called 2.18-acre tract, same being the most southerly corner of said 60-foot wide right-of-way known as Silverado Drive, for the most easterly corner of the herein described tract;

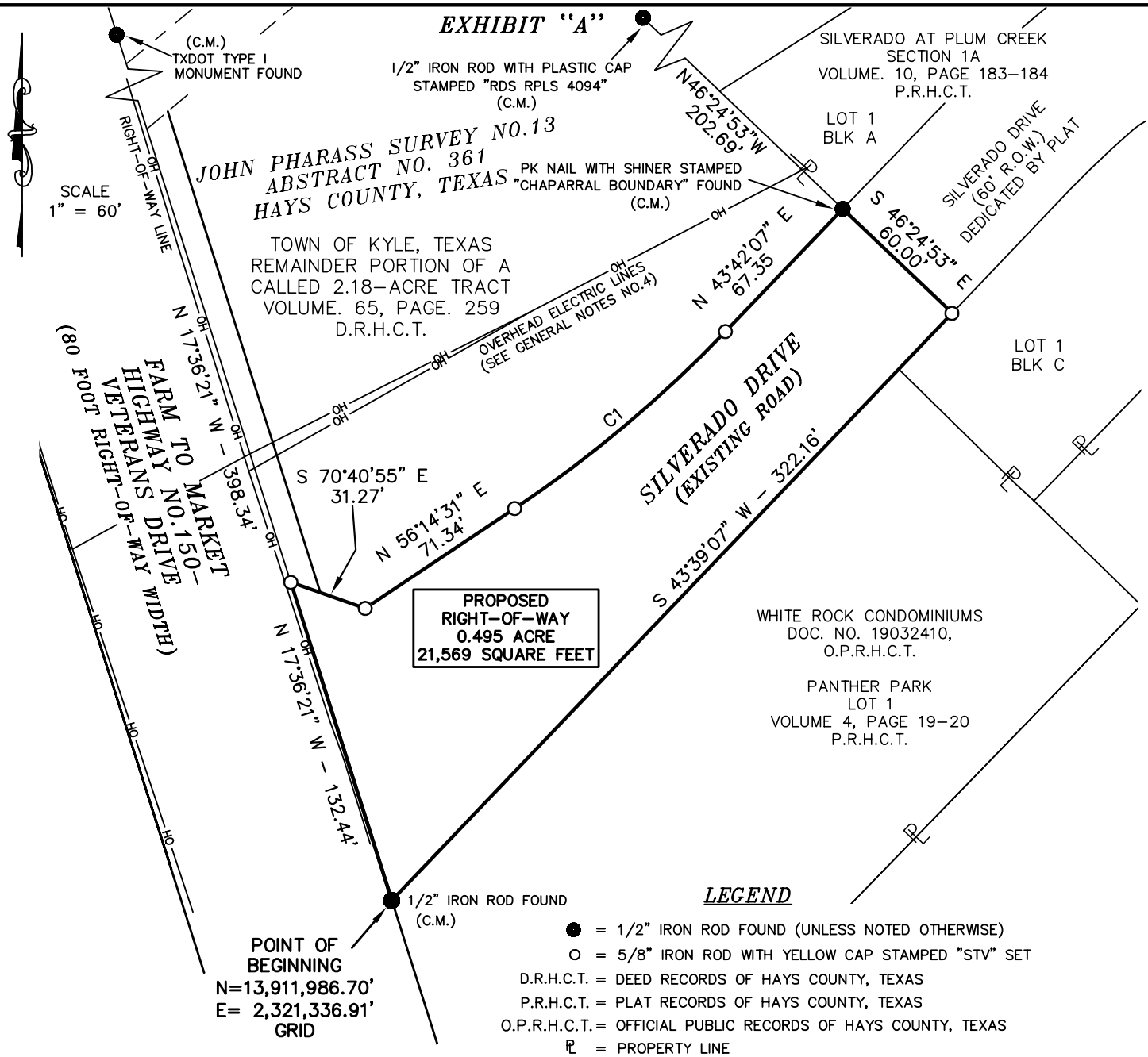
THENCE with the southeast boundary line of said remainder portion of the called 2.18-acre tract, in part with said northwest boundary line of Lot 1, Block 'C' and with the northwest boundary line of the aforementioned Lot 1 of "PANTHER PARK", subdivision, **South 43° 39' 07" West**, pass at an approximate distance of 30 feet, the most westerly corner of said Lot 1, Block 'C', "SILVERADO AT PLUM CREEK, SECTION 1A", same being the most northerly corner of said Lot 1, "PANTHER PARK" , continuing for a total distance of **322.16 feet** to the **POINT OF BEGINNING** and containing 0.495 acre (21,569 square feet) of land.

That I, Sean M. Flaherty, a Registered Professional Land Surveyor, do hereby certify that the above description and drawing attached hereto is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

Sean M. Flaherty, R.P.L.S. No. 5258
STV
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBEPLS Firm No. 10194115
Project No. 2400403

01-08-2025
Date

EXHIBIT "A"



LEGEND

- ● = 1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
- O = 5/8" IRON ROD WITH YELLOW CAP STAMPED "STV" SET
- D.R.H.C.T. = DEED RECORDS OF HAYS COUNTY, TEXAS
- P.R.H.C.T. = PLAT RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.T. = OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- ℄ = PROPERTY LINE
- R.O.W. = RIGHT-OF-WAY
- (C.M.) = CONTROL MONUMENT
- TXDOT = TEXAS DEPARTMENT OF TRANSPORTATION
- = DISTANCE NOT TO SCALE

GENERAL NOTES:

1) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
2) BEARINGS ARE BASED ON THE TEXAS SOUTH CENTRAL ZONE STATE COORDINATE SYSTEM NAD'83 WHICH IS BASED ON THE TRIMBLE RTKNET.
3) ALL DISTANCES ARE SURFACE DISTANCES. (S.A.F.1.00013/0.9998700168)
4) NO TITLE COMMITMENT WAS PROVIDED FOR THE SURVEY SHOWN HEREON. UNDER THE DIRECT SUPERVISION OF THE UNDERSIGNED SURVEYOR, RESEARCH FOR A RECORDED DOCUMENT ADDRESSING AN EASEMENT TO ENCOMPASS THE OVERHEAD ELECTRIC LINE SHOWN HEREON WAS PERFORMED. THE RECORDS RESEARCH WAS UNSUCCESSFUL AND THEREFORE AN EASEMENT MAY EXIST AND IS NOT SHOWN HEREON.

CURVE TABLE					
CURVE	RADIUS	ARC	DELTA	CH. BEARING	CHORD
C1	500.00'	109.43'	12°32'25"	N 49°58'19" E	109.22'

STATE OF TEXAS
REGISTERED
SEAN M. FLAHERTY
5258
PROFESSIONAL
LAND SURVEYOR

DATE: 1/8/2025

1 Chisholm Trail, Suite 130
Round Rock, Texas 78681 512.248.0065
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPELS 10194115

SEAN M. FLAHERTY RPLS NO. 5258

SURVEYED: NOVEMBER, 2024 PAGE 3 OF 3

I:\Projects\2400403 – Veterans Dr sidewalk\CAD\CIVIL3D\0.495–AC QUITCLAIM.dwg 1/08/2025 – 9:12am

© 2025 ALL RIGHTS RESERVED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
§ **QUITCLAIM DEED**
COUNTY OF HAYS §

Grantor:	HAYS COUNTY, TEXAS a political subdivision of the State of Texas
Grantor's Mailing Address:	111 E. San Antonio Street, Suite 300 San Marcos, Hays County, Texas 78667
Grantee:	THE CITY OF KYLE, TEXAS a political subdivision of the State of Texas
Grantee's Mailing Address:	100 W. Center St. Kyle, TX 78940
Consideration:	Good and valuable consideration the receipt and sufficiency of which is hereby acknowledged.
Property (including improvements):	All of that certain parcel of land described by metes and bounds and labeled as "PROPOSED 10-FOOT WIDE SIDEWALK EASEMENT" in the survey drawing attached as ***Exhibit A***.

QUITCLAIM AND RELEASE

NOW, THEREFORE, for the acceptance of the maintenance responsibilities of the Property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Grantor does hereby remise, release, and forever QUITCLAIM to Grantee all of its rights, title, and interests, if any, to the Roadway Area and to the Property, together with all improvements thereon and all of Grantor's right, title, and interest, if any, in and to all roads, streets, alleys, privileges, association rights and easements belonging and appurtenant to such lands.

Grantor grants, to have to and to hold, all of Grantor's rights, title, and interests, if any, in and to the Roadway Area and to the Property to Grantee, and to its heirs and assigns forever WITHOUT ANY WARRANTIES OR REPRESENTATIONS BY GRANTOR, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW; so that neither Grantor nor Grantor's heirs, legal representatives, or assigns shall have, claim, or demand any right or title to the Roadway Area or to the Property, its appurtenances, or any part thereof.

EXECUTED by Grantor to be effective as of the Effective Date.

[Signature Page Follows]

QUITCLAIM DEED

GRANTOR SIGNATURE PAGE

GRANTOR:

HAYS COUNTY, TEXAS, a political subdivision of the State of Texas

By: _____
Judge Ruben Becerra
Hays County Judge

STATE OF TEXAS §
§ ACKNOWLEDGEMENT
COUNTY OF HAYS §

Before me, a Notary Public, in and for said county and state, on _____, 2026, personally appeared Judge Ruben Becerra, who is known to me to be the person whose name is subscribed to the foregoing instrument in his individual capacity and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Witness my hand and seal of office.

_____
Notary Public - State of Texas

EXHIBIT A
PROPERTY DESCRIPTION

[*See attached legal description, beginning on following page.*]

1 Chisholm Trail, Suite 130
Round Rock, TX 78681
o. 512.248.0065 | f. 512.246.0359
stvinc.com

10-FOOT WIDE SIDEWALK EASEMENT

DESCRIPTION OF A 0.045-ACRE (1,946 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOHN PHARASS SURVEY NO. 13, ABSTRACT NO. 361, HAYS COUNTY, TEXAS, BEING OUT OF THE REMAINDER PORTION OF A CALLED 2.18-ACRE TRACT OF LAND CONVEYED TO THE TOWN OF KYLE, TEXAS BY DEED RECORDED IN VOLUME 65, PAGE 259 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 0.045-ACRE TRACT OF LAND BEING SHOWN ON ACCOMPANYING SKETCH AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING on a 1/2-inch diameter iron rod found on the northeast right-of-way line of Farm to Market Highway No. 150, also known as Veterans Drive (80-foot right-of-way width), being the most southerly corner of the above-described remainder portion of the called 2.18-acre tract, same being the most southerly corner of a 0.495-acre tract of land being the proposed right-of-way of Silverado Drive out of said remainder portion of the called 2.18-acre tract, being also the most westerly corner of Lot 1, "PANTHER PARK", a subdivision recorded in Volume 4, Pages 19-20 of the Plat Records of Hays County, Texas, THENCE with said northeast right-of-way line of Farm to Market Highway No. 150, same being the southwest boundary line of said remainder portion of the called 2.18-acre tract and the southwest boundary line of said 0.495-acre proposed right-of-way tract, North 17° 36' 21" West a distance of 132.44 feet to a 5/8-inch diameter iron rod with a yellow plastic cap stamped "STV" set on the most westerly corner of said 0.495-acre proposed right-of-way tract, said 5/8-inch diameter iron rod with a yellow plastic cap stamped "STV" set having Texas State Plane Coordinate System of 1983 (South Central Zone-4204, NAD83 U.S. Survey Feet,) values of N=13,912,112.92 feet, E=2,321,296.86 feet, for the southwest corner and **POINT OF BEGINNING** of the herein described 0.045-acre tract of land;

THENCE continuing with said northeast right-of-way line of Farm to Market Highway No. 150 and said southwest boundary line of the remainder portion of the called 2.18-acre tract, **North 17° 36' 21" West** for a distance of **188.76 feet** to a calculated point being the most westerly corner of said remainder portion of the called 2.18-acre tract, same being the southerly corner of a called 1.14-tract of land conveyed to County Line Water Supply Corporation in Volume 489, Page 77 of the Real Property Records of Hays County, Texas, for the most westerly corner of the herein described tract, from which a Texas Department of Transportation, Type I Monument found on said northeast right-of-way line of Farm to Market Highway No. 150, bears North 17° 36' 21" West a distance of 209.58 feet;

THENCE departing said northeast right-of-way line of Farm to Market Highway No. 150, with the northwest boundary line of said remainder portion of the called 2.18-acre tract, same being the southeast boundary line of the called 1.14-tract, **North 50° 06' 20" East** for a distance of **10.81 feet** to a calculated point for the most northerly corner of the herein described tract;

THENCE departing said southeast boundary line of the called 1.14-tract, through the interior of said remainder portion of the called 2.18-acre tract, **South 17° 36' 21" East** for a distance of **200.38 feet** to a calculated point on the northeast boundary line of the afore-mentioned 0.495-acre tract for the proposed right-of-way of Silverado Drive, for the most southerly corner of the herein described tract;

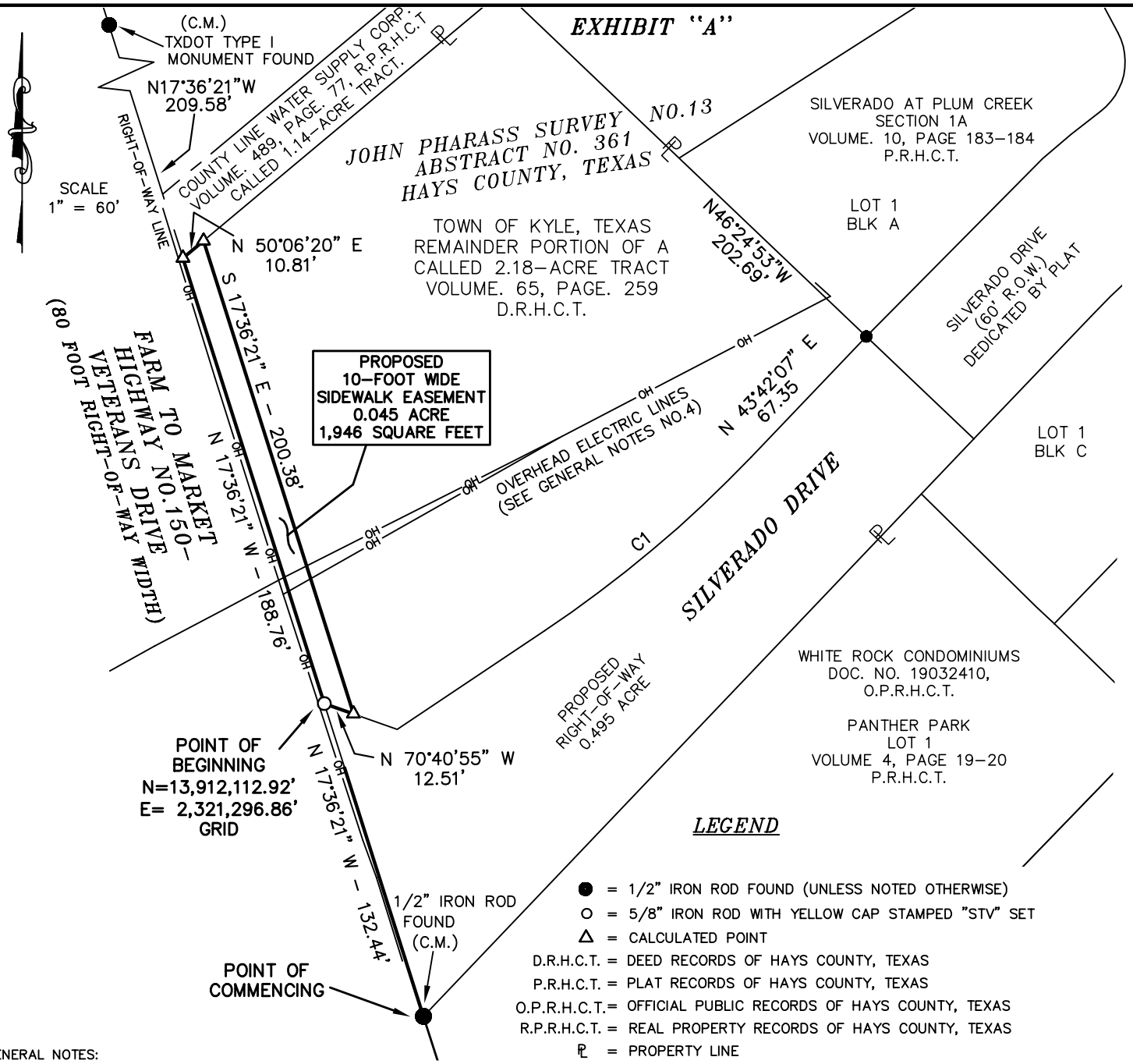
THENCE with said northeast boundary line of the 0.495-acre tract for the proposed right-of-way of Silverado Drive, **North 70° 40' 55" West** for a distance of **12.51 feet** to the **POINT OF BEGINNING** and containing 0.045 acre (1,946 square feet) of land.

That I, Sean M. Flaherty, a Registered Professional Land Surveyor, do hereby certify that the above description and drawing attached hereto is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

Sean M. Flaherty, R.P.L.S. No. 5258
STV
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBEPLS Firm No. 10194115
Project No. 2400403

01-08-2025
Date

EXHIBIT "A"



LEGEND

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- O = 5/8" IRON ROD WITH YELLOW CAP STAMPED "STV" SET
- △ = CALCULATED POINT
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- P.R.H.C.T. = PLAT RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.T. = OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- R.P.R.H.C.T. = REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS
- ℄ = PROPERTY LINE
- R.O.W. = RIGHT-OF-WAY
- (C.M.) = CONTROL MONUMENT
- TXDOT = TEXAS DEPARTMENT OF TRANSPORTATION
- = DISTANCE NOT TO SCALE

GENERAL NOTES:

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2) BEARINGS ARE BASED ON THE TEXAS SOUTH CENTRAL ZONE STATE COORDINATE SYSTEM NAD'83 WHICH IS BASED ON THE TRIMBLE RTKNET.
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CURVE TABLE					
CURVE	RADIUS	ARC	DELTA	CH. BEARING	CHORD
C1	500.00'	109.43'	12°32'25"	N 49°58'19" E	109.22'

STATE OF TEXAS
REGISTERED
SEAN M. FLAHERTY
5258
PROFESSIONAL
LAND SURVEYOR

DATE: 1/8/2025

1 Chisholm Trail, Suite 130
Round Rock, Texas 78681 512.248.0065
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPELS 10194115

SEAN M. FLAHERTY RPLS NO. 5258

SURVEYED: NOVEMBER, 2024

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AGENDA ITEM REQUEST FORM: J. 11.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Elaine Brown, Stephanie Hunt

Sponsor: Commissioner Cohen

Co-Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the Hays County Mental Health Court to purchase consumables, decor, and graduation tassels & stoles in the amount of $369.54, for the Mental Health Court Participant's Commencement Ceremony to be held in the Summer of 2026. **COHEN/INGALSBE/BROWN/HUNT**

Summary:

The Hays County Mental Health Court will be holding a Commencement Ceremony to celebrate the graduation and successful completion of the program. They plan to celebrate the court participant by providing them with framed personalized certificates and personalized coins.

Fiscal Impact:

Amount Requested: $369.54
Line Item Number: 001-612-22.5391

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Choice Partners 22-045KN

Auditor's Office

G/L Account Validated Y/N?: Yes, Miscellaneous Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Budget

Commencement Budget Summer 2026	Price
Certificate Frames (pack of 15)	33.99 x 2
Command Strip for hanging garland	11.48
Hanging ivy garland	38.99
Palm leaves decorations	11.99
Hot pink balloons	5.99
Tropical palm leaf garland	14.99
Mustard yellow balloons	7.99
Dusty blue green balloons	6.78
Dark green balloons	6.78
Graduation Tassels (pack of 10)	21.99 x 2
Graduation Stoles (pack of 4)	19.99 x 5
4 pack tablecloths	14.99
Giftbags (24 in a pack)	22.99
Tissue Paper	8.19
Pink curling ribbon	6.99
TOTAL	369.54

AGENDA ITEM REQUEST FORM: J. 12.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: GONZALES

Sponsor: Commissioner Ingalsbe

Co-Sponsor: Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize the purchase of the Behavioral Health 360 Program from CredibleMind, Inc. for the Hays County Health Department, in the amount of $25,000.00, to be paid upon signing, and accept the related license agreement. **INGALSBE/COHEN/GONZALES**

Summary:

The Hays County Health Department Behavioral Health Division is requesting approval to contract with CredibleMind for the Behavioral Health 360 Program, a digital mental health platform that provides residents with free access to evidence-based mental health education, self-assessments, wellness tools, and local resource navigation.
The platform will expand access to behavioral health support for Hays County residents by providing immediate, online resources that help address barriers related to cost, transportation, provider shortages, and wait times for care. This tool will support prevention efforts and improve access to behavioral health resources across Hays County.
The initial implementation fee is $3,000.00, the annual license fee is $20,000.00, and the Spanish translation annual license is $2,000.00. The contract will increase 5% from the annual licenses value of $22,000 every subsequent year.

Fiscal Impact:

Amount Requested: $25,000 ($12,167 FY26)
Line Item Number: 120-675-00.5429
120-675-00.5718_400

Budget Office:

Source of Funds: Tobacco Settlement Fund
Budget Amendment Required Y/N?: Yes
Comments: Funds are being transferred from the Tobacco Settlement Fund to the Health Services Fund in order to better track the health related software.
($25,000) - Decrease Software Maintenance and Licensing 121-752-00.5429
$25,000 - Increase Permanent Transfer Family Health Services Fund 121-752-00.5901_120
($25,000) - Increase Permanent Transfer From Tobacco Settlement Fund 120-675-00.4901_121
$22,000 - Increase Software Maintenance and Licensing 120-675-00.5429
$ 3,000 - Increase Software Operating 120-675-00.5718_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Department obtained four quotes: Lyra, Wysa, Modern Health, and Credible Minds.

Auditor's Office:

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

CM x HC BH360 Contract Partially Executed

Behavioral Health 360 Program
License Agreement

This License Agreement ("Agreement") is made and entered into as of the date last signed below (the "Effective Date") by and between CredibleMind, Inc. ("CM"), a California Corporation with its principal place of business located at 30 Liberty Ship Way, Suite 3200, Sausalito, CA 94965, and Hays County Health Department ("Client"), with its principal place of business located at 111 San Antonio Street, Suite 303, San Marcos, TX 78666.

1. Customization of Behavioral Health 360 Program. The Behavioral Health 360 Program is a combination of the CredibleMind Platform and Support Services provided by CredibleMind. In consideration for Client's payment of the fees set forth in the Statement of Work attached as Exhibit A hereto ("Statement of Work"), CM will use all reasonable business efforts to customize its CredibleMind Platform ("CM Platform"), and provide implementation, training, and maintenance support services for the CM Platform as described in the Statement of Work within the time frames estimated in the Statement of Work. CM will host, operate and maintain its CM Platform implementation on servers operated by or for CM.

2. Limited Warranty; Disclaimer. Client acknowledges that (i) CM's products and services, including the CM Platform and supporting services provided hereunder, are not a substitute for medical or legal advice. CM does not make any express or implied warranties in connection with this Agreement, the CM Platform or any supporting services or deliverables provided to Client hereunder except those specifically set forth herein.

3. Payment. Client agrees to pay to CM the fees as set forth in the Statement of Work. In the event that any undisputed amount due to CM hereunder is not paid within 45 days of Client's receipt of the corresponding invoice, without waiving any claim or right against Client and without liability whatsoever to Client, CM reserves the right to suspend or terminate Client's access to the CM Platform and the performance of any services provided hereunder. The amounts payable to CM set forth in Exhibit A are exclusive of any sales or use or other taxes or governmental charges. Client shall be responsible for payment of all such taxes or charges except for any taxes based solely on CM's net income. If Client is required to pay any taxes based on this Section 3, Client shall pay such taxes with no reduction or offset in the amounts payable to CM hereunder.

4. Term; Termination. This Agreement is effective upon signing and will continue for one (1) year with automatic annual renewals thereafter unless CM or Client gives sixty (60) days' prior written notice to the other party of non-renewal. CM or Client may terminate this Agreement upon thirty (30) days' prior written notice of the other's material breach and failure to substantially cure the breach within thirty (30) days of receipt of the notice of breach. CM or Client may terminate this Agreement for convenience upon three (3) months' prior written notice to the other party. Upon expiration or termination of this Agreement, all Licenses granted by CM to Client hereunder shall terminate. Client shall promptly cease use of and delete or return any electronic information associated with the CM Platform and associated intellectual property. If CM terminates this Agreement for convenience or the Agreement is terminated due to CM's breach as provided above, it shall refund to Client the unearned prorated portion of the Annual License Fee (as defined in Exhibit A) paid for the then-current annual licensing period. If Client terminates this Agreement for convenience or the Agreement is terminated due to Client's breach as provided above, Client will pay to CM any unpaid portion of the Implementation Fee (as defined in Exhibit A) and any unpaid portion of the Annual License Fee due for the then-current annual licensing period.

5. Limitation of Liability. In no event shall CM be liable for any loss of profit or revenue or cost of procurement of substitutes by Client, or for any other consequential, incidental, indirect or special damages incurred or suffered by Client arising as a result of or related to this Agreement, whether in contract, tort, or otherwise, even if CM was advised of the possibility of such loss or damages. The parties further agree that the total liability of either party for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of either party, whether in contract, tort or

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otherwise, shall not exceed an amount equal to the amount actually paid by Client to CM hereunder during the twelve (12) month period preceding the date the claim arises. Client's sole and exclusive remedy for any claim against CM with respect to the quality of the deliverables and supporting services provided under this Agreement shall be the correction by CM of any material defects or deficiencies therein, of which Client notifies CM in writing within ten (10) days after the delivery of such deliverables or completion of that portion of the supporting services. In the absence of any such notice, the deliverables and supporting services provided hereunder shall be deemed satisfactory to and accepted by Client.

6. Intellectual Property. **Licenses**: While this Agreement is in effect and in consideration for Client's payment of the fees set forth in the Statement of Work, CM grants to Client a non-exclusive, nontransferable, non-sublicenseable, License to (a) access and remotely interact with the CM Platform and allow users of its CM Platform website ("Users") such access and interaction; (b) use CM's trademarks to the limited extent as stated below; (c) access CM Platform utilization data; and (d) access error corrections to the CM Platform, including fixes to problems in software but excluding additional options, enhancements, and/or new features. Client grants to CM a worldwide, non-exclusive, royalty-free License to use, reproduce, distribute, perform and display any and all content it provides to CM in connection with the CM Platform. **Trademarks**: CM and Client each grant to the other a limited, nonexclusive, non-sublicenseable, worldwide License to use the other's trademarks, trade names, copyrights and logos and trade dress (collectively, "Trademarks") only as necessary to fulfill each party's obligations under this Agreement during its term. CM and Client each agree that the quality of its manner of use of the other's Trademarks shall be high. CM and Client may each terminate the other's License to use its Trademarks if it determines that the other's use of such Trademarks tarnishes, blurs or dilutes the quality or good will associated with such Trademarks and such problem is not cured within ten (10) days of notice thereof. Each party agrees not to contest the other party's ownership of its Trademarks, not to disparage or call into question the validity, value or ownership thereof, and not to use any of the other party's Trademarks in any manner so as to create a combined trademark. Except as expressly granted in this Agreement, no other rights or Licenses or uses whatsoever in or to the CM Platform or CM's Trademarks are granted to Client. CM is, and at all times shall remain, the sole and exclusive owner of all right, title and interest, throughout the world (including all intellectual property and other proprietary rights), in and to the original and copies of the CM Platform and any associated and derivative intellectual property, all website usage statistics (system utilization data), all new features and enhancements to the CM Platform. **Protections**: CM and Client shall cooperate to police and protect the CM Platform and its associated intellectual property. Client shall promptly notify CM in writing of any unauthorized use, infringement, misappropriation, dilution or other violation of the CM Platform and its associated intellectual property ("Violations") of which it becomes aware and CM shall have the primary right, but not the obligation, to bring and control any suits against any such Violations and retain the entirety of any award arising from such suit. Client shall have no claim of any kind against CM based on or arising out of CM's handling of or decisions regarding Violations or any such suit or suits. **Notices and Attributions**: Client shall accurately produce and reproduce all CM intellectual property notices on all copies Client produces or reproduces of the CM Platform and associated data, screens, and software, and shall not remove any CM intellectual property notices from any materials. Any website through which a user interacts with the CM Platform shall have, at a minimum, attribution to CM for creating and operating the website and service, including a "Powered by CredibleMind clickable link in the navigation header of all pages, CM copyright notices on all pages, and appropriate credit for the platform and links back to CM in any "about us" section. **Confidential Information**: During the term of this Agreement and for a period of two (2) years thereafter, each of CM and Client will keep in confidence and not disclose or disseminate, or permit anyone working under its direction to disclose or disseminate, the existence, source, content or substance of any of the other's Confidential Information to any other person. "Confidential Information" is all nonpublic information concerning the business, technology, internal structure and strategies of either CM or Client disclosed to the other orally, or in tangible form, and is either marked as "confidential" or identified as "confidential" prior to disclosure. Employees and independent contractors of one party will be given access to the Confidential Information of the other party only on a need-to-know basis. Client agrees that the trade secrets and know-how included in the CM Platform and associated intellectual property shall be treated as Confidential Information regardless of whether such trade secrets and know-how are marked, stamped

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or otherwise identified as confidential. Information shall not be deemed Confidential Information if it is (i) now generally known or available or which, hereafter through no act or failure to act on the part of CM or Client as the receiving party ("Recipient"), becomes generally known or available; (ii) rightfully known to Recipient at the time of receiving such information; (iii) furnished to Recipient by a third party without restriction on disclosure and without Recipient having actual notice or reason to know that the third party lacks authority to so furnish the information; (iv) independently developed by Recipient; or (v) required to be disclosed by law or by a government entity, provided however that Recipient, before making a use or compelled disclosure of Confidential Information, shall give ten (10) business days' prior written notice to the owner of the Confidential Information stating the intended use or disclosure to be made and citing the applicable sub-section of (i) - (v) above allegedly giving it the right or obligation to do so.

7. User Relations**.** Client will either incorporate CM's terms of use into its terms of use, as will be displayed on Client's website, or allow CM to maintain a terms of use link and document on the CM Platform implementation's website for Client. Client's Users must agree to the terms of use or will not be allowed to use the CM Platform implementation's website. Client's staff shall have first line responsibility for dealing with User support inquiries in a commercially reasonable manner agreed to by CM. CM will provide second tier support directly to Client through Web, email and telephone support during normal business hours (9AM to 5PM Pacific Time) with an initial response within one business day that includes an estimated time for final resolution. Client will designate and CM will train one support person who will be Client's interface with CM on support matters.

8. Indemnity**.** Each of CM and Client (the "Indemnifying Party") shall indemnify the other (the "Indemnified Party") against any and all claims, losses, costs and expenses, including reasonable attorneys' fees, which the Indemnified Party may incur as a result of claims in any form by third parties arising from: (a) the Indemnifying Party's gross negligence or willful misconduct in the performance of its obligations under this Agreement, or (b) the Indemnifying Party's content or trademarks or associated intellectual property. The foregoing obligations are conditioned on the Indemnified Party: (i) giving the Indemnifying Party notice of the relevant claim, (ii) cooperating with the Indemnifying Party, at the Indemnifying Party's expense, in the defense of such claim, and (iii) giving the Indemnifying Party the right to control the defense and settlement of any such claim, except that the Indemnifying Party shall not enter into any settlement that affects the Indemnified Party's rights or interest without the Indemnified Party's prior written approval. The Indemnified Party shall have the right to participate in the defense at its expense. Notwithstanding the foregoing, CM assumes no liability for any claims arising from the following: (i) the combination of the CM Platform and associated intellectual property or use with other hardware, software or other items not provided by CM; (ii) the modification of the CM Platform or any part thereof by Client; (iii) use of the CM Platform for a purpose or in a manner for which it was not designed, or (iv) Client's specifications or designs. Client shall indemnify and hold harmless CM from and against any claims arising out of such exclusions (i)-(iv). This Section 8 states Client's sole and exclusive remedy and CM's entire liability for any alleged infringement of a third party's intellectual property right. Further, CM acknowledges and agrees that, as a political subdivision of the State of Texas, Client only agrees to indemnify CM to the extent current fiscal year funds are available and lawfully budgeted for that purpose.

9. Resolution of Disputes. Except as expressly otherwise provided herein, the parties agree that any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this Section 9, which shall be the sole and exclusive procedures for the resolution of disputes.

(a) In the event a dispute arises between the parties, each party's goal is a neutral and cost-effective means of resolving the dispute quickly. Accordingly, each party agrees that any claim or controversy arising out of or relating to this Agreement shall be resolved, in the first instance, by contacting the other party to the controversy directly to seek a resolution.

(b) If a dispute between the parties cannot be resolved by informal meeting and discussions within thirty (30) days after commencement thereof, the parties agree to submit the dispute to non-binding mediation in Travis or Hays County, Texas. The parties further agree that their participation in non-

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binding mediation is a condition precedent to (i) either party pursuing any other available remedy in relation to the dispute and (ii) either party recovering attorneys' fees under Section 10. During mediation, the parties agree to negotiate in good faith as to the matter submitted to mediation. Mediation shall take place under the then current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Disputes. The parties shall jointly appoint a mutually acceptable neutral third-party mediator. If the parties are unable to agree upon the appointment of a mediator, either party may request CPR assistance in the selection of a mediator under its guidelines. The costs of the mediation will be shared equally between the parties, unless otherwise agreed to in writing by the parties. If the parties are unable to come to a resolution of the dispute within the lesser of forty-five (45) days after appointment of a mediator or fifteen (15) days after commencement of the first mediation session, unless extended by agreement of the parties, either party may institute suit for legal and equitable relief available under Texas law.

10. Attorneys' Fees. Subject to Section 9 and availability of current fiscal year funds lawfully budgeted for this purpose, if any action is necessary to enforce the terms of this Agreement, the substantially prevailing party will be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

11. General Provisions. **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to the conflict-of-laws rules of the State of Texas. Exclusive venue is in the state courts of Hays County, Texas. **Severability, Headings**: If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. **No Hire.** Without the prior written consent of CM until twelve (12) months after the date the CM personnel were last involved in any activity related to the Agreement, Client agrees to refrain from employing, as a result of direct solicitation, or directly or indirectly soliciting the employment/engagement of CM's employees, agents, and subcontractors who have worked on the Agreement ("Personnel"). If Client is interested in hiring one or more of CM's Personnel, such interest will be discussed first with CM prior to discussing such an offer with the Personnel. In no event shall this provision apply with respect to Personnel of CM who are recruited in response to a solicitation made to the public. **Force Majeure**: If performance of a party's obligations is interfered with by any condition beyond such party's reasonable control, the affected party shall be excused from performance to the extent of such condition. The operation of CM's servers and the provision of the CM Platform and supporting services hereunder may be interfered with by numerous factors outside of CM's control. CM does not guarantee continuous, uninterrupted or secure provision of the CM Platform and supporting services, and Client acknowledges that the CM Platform and supporting services may be unavailable for sustained periods of time. Should the CM Platform and supporting services be unavailable to Client and Users due to force majeure for more than 10 days, and if CM does not restore service within 30 days thereafter, Client may terminate this Agreement and be entitled to a refund of the unearned prorated portion of the Annual License Fee paid for the then-current annual licensing period. **Independent Contractors:** CM and Client are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created hereunder. **Notice:** Any notices hereunder shall be given to the appropriate party at the address specified herein or at such other address, as the party shall specify in writing. Notice shall be deemed given: upon personal delivery; or if sent by certified mail, postage prepaid, three (3) days after the date of mailing. **Assignment:** This Agreement may not be assigned by either party without the express written consent of the other party. Notwithstanding the foregoing, CM may assign this Agreement and the provision of services hereunder, together with the rights and ownership of the CM Platform and associated intellectual property, to another party so long as such assignment is to an authorized partner of CM that agrees to be bound by the terms and conditions of this Agreement. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns (if assignment is properly made pursuant to this Agreement). **Announcement and Non-compete:** Upon signing of this Agreement the Parties may if mutually desired jointly announce the business relationship in a manner mutually agreeable to both Parties, such as a press release or other similar form. **Entire Agreement; Waiver:** This Agreement (including Exhibit A attached

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hereto) sets forth the entire agreement of the parties, and supersedes any and all oral or written agreements or understandings between them, as to the subject matter of this Agreement. It may be changed only in a writing signed by both parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. **Survival:** Sections 4 ("Termination"), 5 ("Limitation of Liability"), 6 ("Intellectual Property"), 8 ("Indemnity"), 9 ("Resolution of Disputes"), 10 ("Attorneys' Fees") and 11 ("General Provisions") shall survive any expiration or termination of this Agreement. **Counterparts:** This Agreement may be executed in one or more counterparts, by facsimile, by electronic signature, or otherwise, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. **Authority to Bind:** Each signatory represents that he/she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the party on whose behalf the signature is proffered. The parties agree that faxed and scanned copies of fully executed contracts are accepted as original and binding on the parties.

IN WITNESS WHEREOF, the parties hereto, having been duly authorized, execute this Agreement on the dates indicated:

For CredibleMind, Inc.	**For Hays County**
Signature:	Signature: _____
Print Name: Deryk Van Brunt	Print Name:_____
Title: CEO	Title: _____
Date: 4/27/2026	Date: _____
30 Liberty Ship Way, Suite 3200 Sausalito, CA 94965	111 San Antonio St., Ste. 303 San Marcos, TX 78666

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Exhibit A

Statement of Work: Behavioral Health 360 Program

The Behavioral Health 360 Program consists of a combination of the CredibleMind Platform and Services provided by CredibleMind, Inc.. CredibleMind ("CM") will make CredibleMind Platform and Services ("CM Platform") available to Hays County as follows:

Implementation

Project Summary

The CM Platform is a Software as a Service (SaaS) tool delivered through a unique URL branded to Client. During implementation of CM SelfCare, Client and CM will work together to build a customized version for Client. Client will have access to the most recent version of CM SelfCare, including access to expert-reviewed resources for user mental health and well-being improvement, interactive assessments, and mental health and well-being topic write-ups. During the implementation phase, the Client project team will be trained in how to use CM SelfCare and how to engage their end-users.

Client Responsibilities

In the implementation phase, Client will be responsible for the following:

- Provide a logo to be placed on the CM Platform
- Attend Kickoff Meeting
- Approve Site Branding and Design
- Access the CredibleMind online client portal to add customer resources to CM SelfCare as desired, including but not limited to organization benefit programs, wellness programs, and partner organizations. Unlimited accounts to add and edit content are available.

Milestones

- Kickoff Meeting - Within 2 Weeks of contract signing
- Build, modify and design custom CM SelfCare - Within 2 weeks of Kickoff Meeting, upon receiving unique client resources
- Launch - Within 6 weeks of contract signing

Project Deliverable

At the end of the implementation, Client will have access to a co-branded version of CM SelfCare.

Account Management and Support

CM will assign one Customer Success Manager (CSM) to work directly with Client. The CSM will be available during normal business hours.

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Maintenance

The maintenance phase begins after launch of CM SelfCare. During this phase, Client will continue to receive ongoing training and support to ensure successful adoption and usage of CM SelfCare by the target audience.

Reporting

After launch, Client will receive a report on site usage following each calendar quarter. The report will include information such as number of users and most frequently visited topics, trends, resource views and recommendations. In addition, Client will have access to an online reporting dashboard. The dashboard includes real time data on number of users, frequently visited topics, trends, and resource views. CM will have access to the deidentified aggregated user data for purposes of research and product insight. Up to five reporting user accounts tied to specific email addresses are included in the Annual License Fee.

End-User Engagement

Client will be responsible for marketing and promoting CM SelfCare to their intended users. CM will support these efforts with the following:

- Client newsletters with expert curated resources and content that can be shared by Client in their own communication channels
- CM-produced end-user engagement emails for all signed-up users
- Embeddable widgets to drive site traffic
- Up to two (2) posters or other pieces of collateral to be used for CM Platform marketing with a limit of two (2) revisions per item
- Access to the CredibleMind engagement playbook with best practices on marketing and launching the platform.
- Access to the CredibleMind social media toolkit - a database of over 100 CredibleMind branded social media posts on over 50 topics
- Provide a $2,500 one-year Google Ad credit to be used to promote the anxiety and/or depression assessments

Account Management and Support

CM will assign one Customer Success Manager (CSM) to work directly with Client. The CSM will be available during normal business hours.

Service Level Agreement

CM guarantees CM SelfCare will be up and running 24/7/365 with 99.5% uptime outside of planned monthly service windows.

Optional Add-On Services

Additional services can be purchased by Client through a written request to the Customer Success Manager (CSM) for the following additional fees:

1. Additional reporting user accounts: $150/user/term year
2. Google Ads for anxiety and/or depression resources: the cost of the Google Ad + 10% fee.
3. Additional Google Ads for other topics: a one-time setup fee of $1000 per topic and the cost of the Google Ad + 10% fee.
4. Additional languages are available for an additional fee. Contact your CSM for the most up to date pricing.

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Travel and Related Business Expenses

In-person meetings are available at request. Travel and related business expenses associated with in-person meetings must be pre-authorized by Client, and will then be reimbursed to CM.

Pricing and Payment Terms

Pricing

Description	Implementation	Annual License
CredibleMind Platform - SelfCare		
Implementation	$3,000	
Annual License		$20,000
Spanish Translation Annual License		$2,000
Year 1 Total	**$25,000**	

Payment Terms

- The Year 1 CredibleMind SelfCare total Implementation Fee of $3,000 and total Annual License Fee (ALF) of $22,000 shall be due upon contract signing for a total of $25,000.
- Subsequent ALFs shall be due upon the anniversaries of contract signing. ALFs shall automatically increase by five percent (5%) each year.
- Any additional add-on features will be invoiced upon completion by CM and payments are due within thirty (30) days of receipt of the invoice.
- CM will provide an invoice to Client for all payments that become due. In the event of nonpayment 60 days after the due date, the amount due will increase 1% per each month that the invoice is not paid starting on the due date.
- Client has assigned the following as the billing contact for CM:

  Isabella Vigil, Behavioral Health Coordinator
  Hays County
  101 Thermon Drive
  San Marcos, TX 78666 512.393.2209
  isabella.vigil@hayscountytx.gov

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AGENDA ITEM REQUEST FORM: J. 13.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Stephanie Hunt

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to pre-qualify the recommended respondents pursuant to RFQ 2026-Q01 Construction, Engineering, & Inspection (CE&I) and Testing Services Pool to establish a new pool of firms to be used on an as-needed basis for projects throughout the County. The selection of a firm from the pool will be brought to Commissioner Court for approval, utilizing the Vendor Selection Form prior to a contract being brought to Commissioner Court for execution. The pool will be reviewed and re-opened on an annual basis. **BECERRA/HUNT**

Summary

On October 28, 2025, the Commissioners Court approved specification and authorized Purchasing to solicit statements of qualifications (SOQs) to establish a Construction, Engineering, & Inspection (CE&I) and Testing Services Pool.

The Purchasing Office received forty-two (42) SOQs, and all firms were deemed responsive. After review by the evaluation committee, all firms who scored 70 or higher (meets requirements or higher) are pre-qualified and recommended to be placed in the pool.

The Purchasing Office reviewed and identified the following (list attached):
Texas Government Code Chapter 176 Conflict of Interest Questionnaire: None
Related Party Disclosure Form:

- American Structurepoint, Inc.: Former Employees - Lon Shell (Commissioner Pct. 3), and Jerry Borcherding (Transportation Director)
- BGE, Inc.: Former Employee - Mark Jones (Commissioner Pct. 2)
- Garver LLC: Employee Relative - Wade Benton (Brother-in-Law - Delton Duggins - Constable Pct. 4 Deputy)
- JMT, Inc: Former Employee Spouse - Jennifer Shell (wife of ex-Commissioner Pct. 3, Lon Shell)
- LJA Engineering, Inc.: Former Employee Relative - Abigail Borcherding (Jerry Borcherding's Granddaughter)

Attachments

CIQ & Related Party Disclosures
RFQ 2026-Q01 Final Tabulation - Signed

RFQ 2026-Q01 Construction, Engineering, and Inspection (CE&I) Services Pool
Disclosures

Conflict of Interest Questionnaire - Texas Government Code Chapter 176

Firm Name	Hays County Officer	Name of Employment/Business Relationship or Family Member	Title of Employment/Business Relationship or Family Member	Relationship

Related Party Disclosure Form

Firm Name	Employee Name	Person Related	Position Held/Title	Relationship
American Structurepoint, Inc.	Lon Shell	Lon Shell	Commissioner Pct. 3	Past Employee
American Structurepoint, Inc.	Jerry Borcherding	Jerry Borcherding	Transportation Director	Past Employee
BGE, Inc.	Mark Jones	Mark Jones	Commissioner Pct. 2	Past Employee
Garver, LLC	Delton Duggins	Wade Benton	Sr. Project Manager	Brother-in-Law
JMT, Inc.	Lon Shell	Jennifer Shell	Associate VP	Spouse
UA Engineering, Inc.	Jerry Borcherding	Abigail Borcherding	Graphics Coordinator	Granddaughter

Zachary Farnsworth
X: Zachary Farnsworth (Apr 27, 2026 10:30:04 CDT)
Contract Specialist Signature

04/27/2026
Date

Stephanie Hunt
X: Stephanie Hunt (May 2, 2026 08:40:29 CDT)
Purchasing Agent Signature

05/02/2026
Date

RFQ 2026-Q01 Construction, Engineering, & Inspection (CEI) and Testing Services Pool
Final Tabulation

Firm	Average Score
1836 Engineering, LLC	72
AECOM Technical Services, Inc.	79
Aguirre & Fields, LP	79
Alfred Benesch & Company	79
American Structurepoint, Inc.	82
Atlas Technical Consultants, LLC	83
B2Z Engineering, LLC	78
Beyond Engineering and Testing, LLC	80
BGE, Inc.	84
Bowman Consulting Group, Ltd.	82
Certerra Rone	75
CivilCorp, LLC	73
DCCM Infrastructure, Inc.	78
ECS Southwest, LLP	74
Freese and Nichols, Inc.	82
Garver, LLC	80
H.W. Lochner, Inc.	79

Firm	Average Score
Halff Associates, Inc.	80
HDR Engineering, Inc.	82
Johnson, Mirmiran & Thompson, Inc. (JMT)	78
KCI Technologies, Inc.	71
LJA Engineering, Inc.	79
MLA Geotechnical	81
Pape-Dawson Consulting Engineers, LLC	83
Raba Kristner, Inc.	78
RS&H, Inc.	78
SAM-Construction Services, LLC	78
Tam Consulting Services, LLC (TCS)	71
Tetra Tech, Inc.	83
TRC Engineers, Inc.	76
Volkert, Inc.	82
VRX, Inc.	76
Whitman, Requardt & Associates, LLP (WRA)	70

Bids Deemed Non-Responsive

N/A

Chapter 176 Conflicts & Related Party Disclosure Form

Chapter 176 Conflict of Interest Questionnaire	0 Firms
Related Party Disclosure Form	5 Firms

Purchasing & Auditor Office Review

X: Zachary Farnsworth (May 6, 2026 09:26:13 CDT) — 05/06/2026
Contract Specialist Signature — Date

X: Stephanie Hunt (May 6, 2026 09:31:33 CDT) — 05/06/2026
Purchasing Agent Signature — Date

X: James Collins — 05/06/2026
County Auditor Signature — Date

AGENDA ITEM REQUEST FORM: J. 14.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Anthony Hipolito, Stephanie Hunt

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to award RFP 2026-P11 Promotional Testing Services, Sheriff's Office to Industrial/Organizational Solutions, Inc. an d authorize staff and the Criminal District Attorney's Civil Division to negotiate a contract. **INGALSBE/HIPOLITO/HUNT**

Summary

On February 24, 2026, the Commissioners Court approved specifications and authorized the Purchasing Office to advertise and solicit proposals for RFP 2026-P11 Promotional Testing Services, Sheriff's Office.

The Purchasing Office received the following four (4) proposals:
Industrial-Organizational Solutions, Inc.
Miami Dade College School of Justice Assessment Center
Morris & McDaniel, Inc.
National Testing Network, Inc.

The Purchasing Office reviewed the proposals, and two of the firms were deemed non-responsive for not submitting the required documents. Also, there were no Chapter 176 Conflicts and Related Party Disclosures identified.

After the review by the evaluation committee, they are recommending pursuing contract negotiations with Industrial/Organizational Solutions, Inc . Upon successful negotiations, a contract will be brought back to court to approve and finalize the contract award.

Attachments

Final Tabulation - RFP 2026-P11

RFP 2026-P11 Promotional Testing Services, Sheriff's Office
Final Tabulation

Firm	Average Score
Industrial/Organizational Solutions, Inc.	90
National Testing Network, Inc.	74

Bids Deemed Non-Responsive

Miami Dade College School of Justice Assessment Center
Morris & McDaniel, Inc.

Chapter 176 Conflicts & Related Party Disclosure Form

Chapter 176 Conflict of Interest Questionnaire	N/A
Related Party Disclosure Form	N/A

Purchasing Office Review

X: Zachary Farnsworth — 04/14/2026
Contract Specialist Signature — Date

X: Stephanie Hunt — 04/14/2026
Purchasing Agent Signature — Date

X: James Collins — 04/30/2026
County Auditor Signature — Date

AGENDA ITEM REQUEST FORM: J. 15.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Tammy Crumley, Stephanie Hunt

Sponsor: Commissioner Ingalsbe

Co-Sponsor: Commissioner Cohen

Agenda Item

Discussion and possible action to award RFP 2026-P03 Eastside Campus - Construction Manager at Risk to Joeris General Contractors, LLC and authorize staff and the Criminal District Attorney, Civil Division to negotiate a contract.
INGALES/COHEN/CRUMLEY/HUNT

Summary

On November 18, 2025, the Commissioners Court authorized purchasing to advertise and solicit for proposal for RFP 2026-P03 Eastside Campus - Construction Manager at Risk.

Purchasing received ten (10) proposal, and one firm was deemed non-responsive. The evaluation committee reviewed and scored all responsive proposals and then interviewed the top three firms. Interviews were conducted and the three firms were ranked with Joeris General Contractors LCC being the highest ranked firm, and it is the recommendation from the evaluation committee to move forward with contract negotiations.

Purchasing reviewed all Chapter 176 and Related Party Disclosure Forms, and no identified conflicts or disclosures were identified.

Attachments

RFP 2026-P03 Final Tabulation - Signed

RFP 2026-P03 Eastside Campus - Construction Manager at Risk (CMAR)

Final Tabulation

Firm	Average Score
BBLbc, LLC	62
Byrne Construction Services	78
CORE Construction	67
Crossland Construction Company, Inc.	65
EllisDon-Lott	72
J.T. Vaughn Construction, LLC	69
Joeris General Contractors, LLC	75
Swinerton Builders	71
The Whiting-Turner Contracting Company	75

Deemed Non-Responsive
Harvey Cleary

Interviews - Ranking System	
Byrne Construction Services	Tied 2 & 3
Joeris General Contractors, LLC	1
The Whiting-Turner Contracting Company	Tied 2 & 3

Chapter 176 Conflicts & Related Party Disclosure Form	
Chapter 176 Conflict of Interest Questionnaire	N/A
Related Party Disclosure Form	N/A

Purchasing & Auditor Office Review

X: Zachary Farnsworth 05/06/2026

Zachary Farnsworth (May 6, 2026 09:26:29 CDT)

Contract Specialist Signature Date

X: Stephanie Hunt 05/06/2026

Stephanie Hunt (May 6, 2026 09:32:11 CDT)

Purchasing Agent Signature Date

X: James Collins 05/06/2026

County Auditor Signature Date

AGENDA ITEM REQUEST FORM: K. 1.

Hays County Commissioners Court

Date: 05/12/2026

Requested By:

Sponsor: Commissioner Cohen

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 1.219 acres, and drainage easement interest in 0.553 acre from property owned by Giberson Properties, Inc., and which is required for the construction of the proposed FM 1626 roadway improvements and utility adjustments, and take other appropriate action (Parcels 19, 20, 34). Possible discussion and/or action may follow in open court. **COHEN**

Summary

AGENDA ITEM REQUEST FORM: K. 2.

Hays County Commissioners Court

Date: 05/12/2026

Requested By:

Sponsor: Commissioner Ingalsbe

Co-Sponsor: Commissioner Cohen

Agenda Item

Executive Session pursuant to Section 551.071 and Section 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the exchange, purchase, lease, sale, or value of real property located at or near FM 2001, including: (1) Hays County, Texas v. ADBF, et. al. (Cause No. 23-0777-C pending in County-Court-at-Law #1 in Hays County)(Parcel 56); (2) FM 2001 Gap - ADBF (Parcel 58) related to the FM 2001 Gap Road improvement project in Precinct 1 & 2 . Discussion and/or possible action may follow in open court. **INGALSBE/ COHEN**

Summary

AGENDA ITEM REQUEST FORM: K. 3.

Hays County Commissioners Court

Date: 05/12/2026

Requested By:

Sponsor: Commissioner Cohen

Agenda Item

Executive Session pursuant to Section 551.071 and Section 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the exchange, purchase, lease, sale, or value of real property located at or near Windy Hill (CR 131) and Shadow Creek Boulevard, in Precinct 2 (Parcels 27 & 72) related to the Windy Hill Road improvement project. Discussion and/or possible action may follow in open court. **COHEN**

Summary

AGENDA ITEM REQUEST FORM: K. 4.

Hays County Commissioners Court

Date: 05/12/2026

Requested By:

Sponsor: Commissioner Hammer

Agenda Item

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Application of Aqua Texas, Inc. for the Authority to Change Rates, Public Utility Commission of Texas (PUC) Docket Control Number 58124. Possible discussion and/or action may follow in open court. **HAMMER**

Summary

AGENDA ITEM REQUEST FORM: K. 5.

Hays County Commissioners Court

Date: 05/12/2026

Requested By: Mike Jones

Sponsor: Judge Becerra

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the employment and duties of the Fire Marshal. Possible discussion and/or action may follow in open court. **BECERRA/GRANJENO/M.JONES**

Summary