

Commissioners Court -January 27, 2009  
NOTICE OF A MEETING OF THE  
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **27<sup>TH</sup> day of January, 2009**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

INVOCATION: **Pastor - Tim Darnell Hill Country Church**

PLEDGE OF ALLEGIANCE - **Pledge of Allegiance to the American Flag & Pledge of Allegiance to the Texas Flag**  
CALL TO ORDER /ROLL CALL

**PRESENTATIONS & PROCLAMATIONS**

1	1	Human Resource Department presentation to the court by Dee Dee Baen. <b>SUMTER</b>
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**PUBLIC COMMENTS**

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

**CONSENT ITEMS**

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

2	2	Approve payments of county invoices. <b>HERZOG</b>
3	3-7	Approve Commissioner Court Minutes of January 15 <sup>TH</sup> & 20 <sup>TH</sup> , 2009. <b>SUMTER/FRITSCH</b>
4	8	Approve re-appointments of F.H. "Buddy" Martin and Sharon O'Brein to the Hays County EDS #3 for additional two year terms. <b>INGALSB</b>
5	9-20	Authorize the County Judge to execute a Contract Agreement with Hejl, Lee & Associates, Inc. for professional engineering services for the Cedar Oaks Mesa Water System Improvement Project. <b>CONLEY/HAUFF</b>
6	21	Approve re-appointments of Ken Downing, Ron Spangenberg and Eddie Gumbert to ESD #4. <b>CONLEY</b>
7	22-28	Approve Utility Permits. <b>SUMTER</b>
8	29-66	Authorize the County Judge to execute a Professional Services Agreement with HDR Engineering, Inc. for a Water/Wastewater Regional Facility Planning Study related to the grant from the Texas Water Development Board for this purpose. <b>SUMTER/HAUFF</b>
9	67-69	Authorize Commercial OSSF Permit for Steve Harper for an Automotive Towing Business located at 141 S. Canyonwood, Dripping Springs, in Precinct 4. <b>FORD/POPE</b>
10	70-89	Authorize the County Judge to execute a Contract Agreement with Zara Environmental LLC for a karst study related to the Section 6 grant from the Texas Parks and Wildlife Department. <b>FORD/HAUFF</b>

**ACTION ITEMS**

**ROADS**

11	90-96	Discussion and possible action to approve the purchase of four speed cushions from CenterLine Supply for the Road Department for traffic calming measures on county roads in the amount of \$.5,250.00. <b>INGALSB/BORCHERDING</b>
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**SUBDIVISIONS**

12	97-99	08-3-66 Burnett Ranch Section 1 Tract 3 – Consider approval of the conveyance of a portion of Tract 3 via a metes and bounds description without revision of the plat, pursuant to Section 232.010 of the Texas Local Government Code. <b>CONLEY/GARZA</b>
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**MISCELLANEOUS**

13	100-101	Discussion and possible action to direct and/or provide direction for Hays County's recycling program. <b>SUMTER</b>
14	102-103	Discussion and possible action to approve a \$2000.00 local contribution to CAMPO's FY2009 STP MM Programs and Projects. <b>SUMTER</b>
15	104-106	Discussion and possible action to appoint a 'small city' representative and an alternate to CAMPO. <b>SUMTER</b>
16	107-108	Discussion and possible action to authorize funding for additional applicants under the County Community and Social Service agency grant program. <b>SUMTER/HAUFF</b>
17	109-111	Discussion and possible action to appoint Grant Sibley to the Hays County EDS #3 to replace outgoing member-at-large Doyle Krumrey. <b>INGALSBE</b>
18	112-115	Discussion and possible action to re-instate the contract with LAN and authorize the County Judge to execute Supplemental Agreement No. 1 for contract engineering services with LAN for SH 21. <b>INGALSBE/BARTON</b>
19	116-160	Discussion and possible action to authorize the County Judge to execute Work Authorizations #2 and #3 with LAN for engineering services for SH 21. <b>INGALSBE/BARTON</b>
20	161-177	Discussion and possible action to accept the annual racial profile report from Constable Precinct 3. <b>CONLEY/AYRES</b>
21	178-186	Discussion and possible action to accept the evidence of compliance with Local Government Code 86.0021 from Constable Precinct 3. <b>CONLEY/AYRES</b>
22	187	Discussion and possible action to appoint a member to serve on the board of directors of the Plum Creek Conservation District. <b>BARTON</b>
23	188-198	Discussion and possible action to authorize the County Judge to execute utility easement documents and provide payment to Pedernales Electric Cooperative (PEC), in the amount of \$7,035.75, for the installation of underground electrical service at Five Mile Dam Park. <b>INGALSBE/HAUFF</b>
24	199-200	Discussion and possible action to authorize the County Judge to execute Change Order #2 to the contract with Westar Construction, Inc. for the Five Mile Dam Project, in the amount of \$283,100.00. <b>INGALSBE/HAUFF</b>
25	201	Discussion and possible action regarding an appointment to fill a vacancy for Justice of the Peace, Precinct 5. <b>BARTON</b>

**Workshop**

26	202	<b>11AM</b> - Presentation and review of the Citizens Parks Advisory Team charge and future direction. Discussion and possible action may follow. <b>SUMTER/HAUFF</b> <b>BACK-UP IN 01/13/09 AGENDA PACKET</b>
27	203	<b>1PM</b> - Hays Historical Commission presentation of 'Journey to California'. <b>SUMTER/JOHNSON</b>
28	204	<b>2PM</b> - Presentation from Grant Jackson/Naismith Engineering on proposed Development Regulations, including (1) discussion on consultant's responses to public comment and (2) economic considerations specific to the charrette exercise. Possible action to follow in court. <b>FORD. Review draft at the Hays County web site at: <a href="http://www.co.hays.tx.us">www.co.hays.tx.us</a></b>

**EXECUTIVE SESSIONS**

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

**ADJOURNMENT**

Posted by 5:00 o'clock P.M. on the 23<sup>rd</sup> day of January, 2009.

**COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

**CLERK OF THE COURT**

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

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Human Resource Department presentation to the court by Dee Dee Baen**

**CHECK ONE:**      ☐ **CONSENT**      ☐ **ACTION**      ☐ **EXECUTIVE SESSION**  
                         ☐ **WORKSHOP**      ☐ **PROCLAMATION**      ☒ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: January 27, 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Baen**

**SPONSORED BY: SUMTER**

**SUMMARY:**

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

2:00 p.m. Every Wednesday

**Request forms are due in the County Judge's Office**

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Approve payment of county invoices.**

**CHECK ONE:**    ☒ **CONSENT**    ☐ **ACTION**    ☐ **EXECUTIVE SESSION**  
                  ☐ **WORKSHOP**    ☐ **PROCLAMATION**    ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: 1/27/09**

**AMOUNT REQUIRED: None**

**LINE ITEM NUMBER OF FUNDS REQUIRED: As attached.**

**REQUESTED BY: Auditor's Office**

**SPONSORED BY: Bill Herzog** *BH*

**SUMMARY:**



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: APPROVE COMMISSIONERS COURT MINUTES OF JANUARY 20, 2009**

**CHECK ONE:**    **X CONSENT**    ☐ **ACTION**    ☐ **EXECUTIVE SESSION**  
                  ☐ **WORKSHOP**    ☐ **PROCLAMATION**    ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: JANUARY 27, 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: FRITSCHÉ**

**SPONSORED BY: SUMTER**

**SUMMARY:**



STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 20<sup>TH</sup> DAY OF JANUARY A.D., 2009, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ELIZABETH "LIZ" SUMTER  
DEBBIE GONZALES INGALSBE  
JEFFERSON W. BARTON  
WILL CONLEY  
KAREN FORD  
LINDA C. FRITSCHKE

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

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor Robin Steele of Promiseland gave the invocation and Commissioner Conley led the court in the Pledge of Allegiance to the flags. Judge Sumter called the meeting to order.

**MAINTENANCE DEPARTMENTAL PRESENTATION TO THE COURT BY RON KNOTT**

Maintenance Supervisor Ron Knott gave a presentation regarding the responsibilities of the county maintenance department, staff and various projects.

**25845 APPROVE PAYMENTS OF COUNTY INVOICES**

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to approve payment of county invoices in the amount of \$610,153.59 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

**25846 APPROVE COMMISSIONER COURT MINUTES OF JANUARY 13, 2009**

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to approve Commissioner Court Minutes of January 13, 2009 as presented by the County Clerk. All voting "Aye". MOTION PASSED

**25847 APPROVE RE-APPOINTMENT OF COMMISSIONER INGALSBE TO THE CAPITAL AREA RURAL TRANSPORTATION SYSTEM (CARTS) BOARD**

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to approve re-appointment of Commissioner Ingalsbe to the Capital Area Rural Transportation System (CARTS) Board All voting "Aye". MOTION PASSED

**25848 AUTHORIZE COMMERCIAL OSSF PERMIT FOR EDWARD TADDIA FOR AN AUTOMOTIVE REPAIR SHOP LOCATED AT 451 S. CANYONWOOD, DRIPPING SPRINGS, IN PRECINCT 4**

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to authorize commercial OSSF Permit for Edward Taddia for an automotive repair shop located at 451 S. Canyonwood, Dripping Springs, in Precinct 4. All voting "Aye". MOTION PASSED

**25849 AUTHORIZE THE COUNTY JUDGE TO EXECUTE SUBCONTRACT AGREEMENTS WITH TEXAS STATE UNIVERSITY FOR GRANT FUNDS FOR THE COUNTY'S PARTICIPATION IN THE ADVANCED LAW ENFORCEMENT RAPID RESPONSE TRAINING (ALERRT) PROGRAM**

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to authorize the County Judge to execute Subcontract Agreements with Texas State University for grant funds for the County's participation in the Advanced Law Enforcement Rapid Response Training (ALERRT) Program. All voting "Aye". MOTION PASSED

**25850 AUTHORIZE THE COUNTY JUDGE TO ACCEPT AND EXECUTE GRANT AWARD FROM THE TEXAS JUDICIAL COUNCIL TASK FORCE ON INDIGENT DEFENSE FOR \$67,100**

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to authorize the County Judge to accept and execute grant award from the Texas Judicial Council Task Force on Indigent defense for \$67,100. All voting "Aye". MOTION PASSED



JANUARY 20, 2009

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**25851 APPROVE BUDGET AMENDMENT 09-03 FOR GENERAL FUND**

Budget being amended: TP&W/KARST Study - Invertebrates = \$63,074 to budget new grant accepted 12/16/08. A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to approve budge amendment 09-03 for general fund. All voting "Aye". MOTION PASSED

**25852 APPROVE THE NOVEMBER 2008 TREASURER'S REPORT AND INVESTMENT REPORT**

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to approve the November 2008 Treasurer's Report and Investment Report. All voting "Aye". MOTION PASSED

**25853 ACCEPT THE DELIVERY OF THE INTERNAL EXAMINATION REPORTS FOR THE FY 2008 HAYS COUNTY SHERIFF'S FEDERAL FORFEITURE**

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to accept the delivery of the internal examination reports for the FY 2008 Hays County Sheriff's Federal Forfeiture. All voting "Aye". MOTION PASSED

**25854 APPROVE UTILITY PERMIT #02003**

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to approve utility permit #02003 on CR 219/Mount Sharp Road issued to PEC. All voting "Aye". MOTION PASSED

**25855 APPROVE AN ADDITIONAL \$2,380 FOR WATERLINE EASEMENT ON MCCARTY LANE FOR JUDY TELFORD**

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to approve an additional \$2,380 for waterline easement on McCarty Lane for Judy Telford. All voting "Aye". MOTION PASSED

**25856 REAPPOINT HARRELL ROBINSON TO THE HAYS COUNTY ESD #1 BOARD OF DIRECTORS**

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to reappoint Harrell Robinson to the Hays County ESD #1 Board of Directors. All voting "Aye". MOTION PASSED

**25857 CALL FOR A PUBLIC HEARING ON FEBRUARY 3, 2009 TO ESTABLISH TRAFFIC REGULATIONS ON OLD BLACK COLONY ROAD, CR 147 [T1-208]**

Proposed traffic regulations: Stop sign on Old Black Colony Road at Cole Springs Road and speed limit of 35 MPH. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to call for a public hearing on February 3, 2009 to establish traffic regulations on Old Black Colony Road, CR 147. All voting "Aye". MOTION PASSED

**25858 RELEASE OF THE MAINTENANCE BOND AND ACCEPT FOR MAINTENANCE ALL ROAD AND DRAINAGE IMPROVEMENTS WITHIN COUNTY ROW FOR CREEK ROAD RANCH SUBDIVISION, SECTION 3 [T1-220]**

RPTP Director Jerry Borcharding gave staff recommendation for approval. A motion was made by Commissioner Ford, seconded by Commissioner Conley to release the Maintenance Bond and accept for maintenance all road and drainage improvements within county ROW for Creek Road Ranch Subdivision, Section 3. All voting "Aye". MOTION PASSED

**25859 ADOPT BYLAWS FOR AND APPOINT 5 ADDITIONAL MEMBERS TO A CITIZEN COMMITTEE TO REVIEW SITES AND LOCATIONS WITHIN THE COUNTY TO HOUSE A SHOOTING SPORTS COMPLEX [T1-244]**

Court discussed action taken to form a citizen committee charged with finding a location to house the Hays County Shooting Sports Complex - five members have already been appointed and five additional members are needed. Steven Marlow provided drawings of proposed facility. Discussed land needed and possible funding sources. A motion was made by Commissioner Barton, seconded by Commissioner Conley to adopt By Laws for the Hays County Shooting Sports Task-Force and appoint Mark Bennet, Charles Catt, Gary Connor, Richard Gillespie, John Sanford to the citizen committee (now at 10 members) to review sites and locations within the County to house a shooting sports complex. All voting "Aye". MOTION PASSED



**25860 APPOINT MECHELLE KUTACH FOR A TWO-YEAR TERM TO THE ESD #1 BOARD  
EFFECTIVE JANUARY 1, 2009 [T1-815]**

A motion was made by Commissioner Ford, seconded by Commissioner Conley to appoint Mechelle Kutach for a two-year term to the ESD #1 Board effective January 1 2009. All voting "Aye". MOTION PASSED

**25861 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PURCHASE AGREEMENT AND  
DEED CONVEYING A PORTION OF THE PROPERTY OWNED BY HAYS COUNTY AT  
THE CORNER OF MARTIN LUTHER KING STREET AND LBJ STREET IN SAN  
MARCOS, TEXAS TO THE CITY OF SAN MARCOS WITH THE STIPULATION THAT  
THE PROPERTY BE USED FOR THE CONSTRUCTION OF A MONUMENT  
HONORING LYNDON BAINES JOHNSON AND DR. MARTIN LUTHER KING, JR**

[T1-832] A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to authorize the County Judge to execute a Purchase Agreement and Deed conveying a portion of the property owned by Hays County at the corner of Martin Luther King Street and LBJ Street in San Marcos, Texas to the City of San Marcos with the stipulation that the property be used for the construction of a monument honoring Lyndon Baines Johnson and Dr. Martin Luther King, Jr. All voting "Aye". MOTION PASSED

**25862 AUTHORIZE THE COUNTY AUDITOR AND PURCHASING DIRECTOR TO  
NEGOTIATE A CONTRACT WITH "NEW WORLD SYSTEMS" FOR FINANCIAL  
ACCOUNTING SOFTWARE [T1-913]**

A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to authorize the County Auditor and Purchasing Director to negotiate a contract with "New World Systems" for financial accounting software. All voting "Aye". MOTION PASSED

**25863 AUTHORIZE THE COUNTY TO SEND A LETTER OF INTENT TO PARTICIPATE IN  
THE TEXHEALTH CENTRAL TEXAS, NONPROFIT REGIONAL HEALTH COVERAGE  
PROGRAM FOR SMALL EMPLOYERS [T1-991]**

A motion was made by Judge Sumter, seconded by Commissioner Barton to authorize the County to send a letter of intent to participate in the TexHealth Central Texas, Nonprofit Regional Health Coverage Program for small employers. All voting "Aye". MOTION PASSED

**DISCUSSION REGARDING THE RFP'S FOR BOND PROGRAM MANAGER AND THE RFQ'S FOR  
PRE-CERTIFICATION OF DESIGN CONSULTANTS [T1-1105]**

Discussion was had regarding the RFP's for Bond Program Manager and the RFQ's for Pre-Certification of Design Consultants and the selection process.

Court was adjourned.

I, LINDA C. FRITSCHKE, 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 JANUARY 20, 2009.



LINDA C. FRITSCHKE, COUNTY CLERK AND EXOFFICIO  
CLERK OF THE COMMISSIONERS' COURT OF  
HAYS COUNTY, TEXAS





JANUARY 20, 2009

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STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 15<sup>TH</sup> DAY OF JANARY A.D., 2009, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN SPECIAL MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

DEBBIE GONZALES INGALSBE  
KAREN FORD  
LIZ GONZALEZ

COMMISSIONER, PCT. 1  
COMMISSIONER, PCT. 4  
DEPUTY COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS: THE FOLLOWING WERE NOT PRESENT: ELIZABETH "LIZ" SUMTER, COUNTY JUDGE; JEFFERSON W. BARTON, COMMISSIONER, PCT. 2; WILL CONLEY COMMISSIONER, PCT. 3

**PROJECTWISE TRAINING. SOFTWARE TRAINING FOR TRACKING THE PROGRESS OF ROAD BOND PROJECTS**

Christen Eschberger and Jenie Flores of HNTB gave training on Projectwise Software. 1) What is ProjectWise? 2) How ProjectWise is used for the Pass-Through financing Program. 3) Getting started. 4) ProjectWise Demonstration. Then answered questions from the audience.

Court was adjourned.

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I, LINDA C. FRITSCHKE, 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 JANUARY 15, 2009.



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LINDA C. FRITSCHKE, COUNTY CLERK AND EXOFFICIO  
CLERK OF THE COMMISSIONERS' COURT OF  
HAYS COUNTY, TEXAS

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## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Approve reappointments of F.H. "Buddy" Martin and Sharon O'Brein to the Hays County EDS#3 for additional two year terms.**

**CHECK ONE:**    ☒ **CONSENT**    ☐ **ACTION**    ☐ **EXECUTIVE SESSION**  
                    ☐ **WORKSHOP**    ☐ **PROCLAMATION**    ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: January 27, 2009**

**AMOUNT REQUIRED: none**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Ingalsbe**

**SPONSORED BY: Ingalsbe**

**SUMMARY: Both Buddy Martin and Sharon O'Brien have agreed to serve an additional term.**

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

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no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Authorize the County Judge to execute a Contract Agreement with Hejl, Lee & Associates, Inc. for professional engineering services for the Cedar Oaks Mesa Water System Improvement Project.**

**CHECK ONE:**      ☒ **CONSENT**      ☐ **ACTION**      ☐ **EXECUTIVE SESSION**  
☐ **WORKSHOP**      ☐ **PROCLAMATION**      ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED:** January 27, 2009

**AMOUNT REQUIRED:** \$30,000

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 53-381-4760

**REQUESTED BY:** Hauff

**SPONSORED BY:** Conley

**SUMMARY:**

A grant of \$250,000 was awarded by the Office of Rural Community Affairs under the Texas Community Development Block Grant Program for Water System Improvements in the Cedar Oaks Mesa WSC service area near Wimberley, and accepted by the Commissioners Court on July 29, 2008. Matching funds in the amount of \$25,000 have been provided by the Cedar Oak Mesa Water Supply Corporation. An RFQ was solicited for engineering services for the project, and the Commissioners Court approved the selection of the firm Hejl, Lee & Associates on January 6, 2009. Negotiations with the firm resulted in a contract price of \$30,000 (within the proposed budget) and a scope sufficient to cover the various engineering aspects of the project.

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** County Judge to execute a Contract Agreement with Hejl, Lee & Associates, Inc. for professional engineering services for the Cedar Oaks Mesa Water System Improvement Project. A grant of \$250,000 was awarded by the Office of Rural Community Affairs under the Texas Community Development Block Grant Program for Water System Improvements in the Cedar Oaks Mesa WSC service area near Wimberley, and accepted by the Commissioners Court on July 29, 2008. Matching funds in the amount of \$25,000 have been provided by the Cedar Oak Mesa Water Supply Corporation. An RFQ was solicited for engineering services for the project, and the Commissioners Court approved the selection of the firm Hejl, Lee & Associates on January 6, 2009. Negotiations with the firm resulted in a contract price of \$30,000 (within the proposed budget) and a scope sufficient to cover the various engineering aspects of the project.

**PREFERRED MEETING DATE REQUESTED:** January 27, 2009

## **COUNTY AUDITOR**

*Typically Requires 1 Business Day Review*

**AMOUNT AND FUND LINE ITEM NUMBER \$30,000      53-760-5621**

**COUNTY PURCHASING GUIDELINES FOLLOWED:** \_\_\_\_ Yes \_\_\_\_

**PAYMENT TERMS ACCEPTABLE:** \_\_\_\_ Yes \_\_\_\_

**COMMENTS:**

## **SPECIAL COUNSEL**

*Typically Requires 9 Business Day Review*

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_

**COMMENTS:**

## **COMMISSIONERS' COURT**

**APPROVED/DISAPPROVED AND DATE:** \_\_\_\_

## **COUNTY JUDGE**

*Signature Required if Approved*

**DATE CONTRACT SIGNED:** \_\_\_\_

## PROFESSIONAL ENGINEERING SERVICES

### PART 1 - AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between HAYS COUNTY, State of Texas (hereinafter called the "County") acting herein by Judge Liz Sumter hereunto duly authorized, and HEJL, LEE & ASSOCIATES, INC. (hereinafter called "Firm") acting herein by Daniel P. Hejl, Jr., P.E., R.P.L.S., AICP.

#### WITNESSETH THAT:

WHEREAS, Hays County desires to implement Water System Improvements under the general direction of the Texas Community Development Program; and Whereas the County desires to engage Hejl, Lee & Associates, Inc. to render certain services in connection with its 2007/2008 CDBG Cedar Oaks Mesa Water System Improvement Project.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

Part II, Scope of Services, is hereby incorporated by reference into this Agreement.

2. Time of Performance - The services of Hejl, Lee & Associates, Inc. shall commence on upon the execution of this agreement. In any event, all of the services required and performed hereunder should be completed no later than the contract time required by the program.

3. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to Hejl, Lee & Associates, Inc. by the County and its agencies. No charge will be made to Hejl, Lee & Associates, Inc. for such information and the County and its agencies will cooperate with Hejl, Lee & Associates, Inc. in every way possible to facilitate the performance of the work described in the contract.

4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall be as agreed upon between Hays County and HLA once a specific scope of services for the design related tasks are determined. Payment to firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Contract.

5. Indemnification - Hejl, Lee & Associates, Inc. shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, workmen's compensation and income tax laws.

6. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hays County, Texas.
- b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto providing that it is done so in writing, is attached to and incorporated into this Agreement, and is signed by both parties.
- f. No additional services for which demand for payment will be made will be performed unless agreed to in writing and signed by both parties.

7. Terms and Conditions - This Agreement is subject to the provisions title, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

HAYS COUNTY

BY: \_\_\_\_\_  
Liz Sumter, County Judge

FIRM: HEJL, LEE & ASSOCIATES, INC.

BY:  \_\_\_\_\_  
Daniel P. Hejl, Jr., P.E., R.P.L.S., AICP, Principal

DATE: \_\_\_\_\_

DATE: 01-08-09



**PART II**  
**PROFESSIONAL ENGINEERING SCOPE OF SERVICES**

The Firm shall provide the following scope of services for the basic fee:

- A Preliminary Report Phase:**
1. Consult with the County to determine the requirement of this Project.
  2. Prepare a preliminary engineering study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the County, to include schematic layouts and sketches and a general cost estimate for the Project, and to set forth the Engineer's recommendations.
  3. Make any necessary surveys of existing right-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advise as to the necessity of the County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspection of samples or materials; other special consultations; and act as the County's representative in connection with any such services.
  4. Determine whether or not the project requires acquisition of property and if applicable furnish to the locality:
    - a. Name and address of property owners
    - b. Legal Description of Parcels to be acquired.
    - c. Map showing entire tract with designation of part to be acquired.
- B Design Phase:**
1. On the basis of the approved preliminary design documents prepare detailed construction drawings and specifications for the Project.
  2. Furnish to the County engineering data for and assist in the preparation of the required documents so that the County may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the Project.
  3. Advise the County of any adjustment of the cost estimate for the Project caused by changes in scope, design requirement or construction costs and furnish a revised cost estimate for the Project based on the completed drawings and specifications.
  4. Preparation of Bid Packet/Contract Documents.
  5. Actual advertisement/solicitation (to be placed at a minimum, in a local newspaper of general circulation for two (2) consecutive weeks/copy sent to ORCA.
  6. Make (10) day call to confirm prevailing wage decision initially issued by ORCA via DOL.
  7. Incorporation of any and all wage rate modification or supersedes via bid addendum (if applicable).

8. Bid opening (to be held at least (2) weeks from publication date of first advertisement).
9. Bid tabulation, to include completeness and eligibility screening.
10. Announcement of lowest and best bid, if applicable (at bid opening).
11. Rejection of all bids and re-advertisement of bids (must follow item No. 5 thru 10 again to ensure initial wage rates are still effective and bid process has been carried out properly).
12. Accomplish construction Contractor eligibility verification.
13. Approval of contract award by local governing body.
14. Issuance of Notice to Proceed to construction Contractor.
15. Issuance of Notice to Start Construction/Copy to ORCA.

**C Construction Phase:**

1. Set such stakes for the construction work as may be necessary for the contractor to determine alignment and grade of work to be constructed.
2. Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the plans, specifications, and contract documents; the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work; the Engineer will not be responsible for the techniques and sequences of construction and the Engineer will not be responsible for the County's and/or the contractor's failure to perform the construction work in accordance with the plans, specifications, and contract documents; and during such visits and on the basis of the Engineer on-site observations as an experienced and qualified design professional, the Engineer will keep the County informed of the progress of the work and will endeavor to guard the County against defects and deficiencies in the work of the County and/or the Contractors, and may disapprove work as failing to conform to the plans and specifications, and contract documents.
3. Check samples, catalog data, shop drawings, laboratory, shop and mill tests of materials and equipment and other data which the Contractor is required to submit, only for the conformance with the design concept of the Project and compliance with the information given by the plans, specifications, and contract documents; and accept or frequent all such submittal data furnished by the Contractors, materials used, and work performed by the Contractor as either complying or not complying with the intent of the plans, specifications and contractor documents.

4. Consult and advise the County, act as the County's representative at the Project site, issue all instructions of the County to the construction contractors that do not conflict with good engineering practice, and prepare routine change orders as required.
5. Based on the Engineer's on-site observations as an experienced and qualified design professional and on the Engineer's review of the Contractor's applications for payment, determine the amount owing to the Contractor in such amounts; such approvals of payment to constitute a representation to the County, based on such observations and review and data comprising such applications, that the work has progressed to the point indicated and that, to the best of the Engineer's knowledge, information, and belief, the quality of work is in accordance with the plans, specifications, and contract documents, subject to the results of the subsequent testing called for in the specifications and contract documents and any qualifications stated in this approval.
6. Processing and submittal of Change Orders to ORCA prior to execution of same (if applicable).
7. Conduct, in company with the County's representative, a final project site visit for conformance with the design concept of the Project and compliance with the plans, specifications, and contract documents, and recommend in writing final payment to the Contractor.
8. Furnish the County a set of record prints of drawings and changes made during the construction period, based upon the marked up prints, drawing, and other data furnished by the Contractor to the Engineer.
9. Make a project site visit prior to expiration of the contractor's guarantee period and report observed discrepancies under guarantees provided by the construction contract.

**D Special Conditions:**

Obtain approval of plans and specifications by the Texas Commission on Environmental Quality (TCEQ), Water Utilities Division, Plans and Specifications Review Section in Austin, Texas. Improvements will be identified as being financed through ORCA.

In addition, the Firm shall provide the following special services at the fees found in Part III.

1. Design Survey.
2. Assist County with TCEQ coordination related to project.
3. County road cut coordination.

This agreement does not include services for land acquisition or geotechnical/material testing.

**PART III  
PAYMENT SCHEDULE  
PROFESSIONAL ENGINEERING SERVICES**

COUNTY shall reimburse Hejl, Lee & Associates, Inc. for basic and special engineering services provided under completion of the following project milestones per the following percentages of the maximum contract amount:

<u>TASKS</u>	<u>FEE</u>
<b><u>BASIC SERVICES</u></b>	
1. Preliminary design services	\$7,000.00
2. Final Design	8,500.00
3. Advertise and Bid	1,500.00
4. Construction Administration	4,500.00
5. Preparation of Record Drawings	<u>1,000.00</u>
<b>SUB-TOTAL</b>	<u><b>\$22,500.00</b></u>
<b><u>SPECIAL SERVICES</u></b>	
1. Design Survey	\$5,000.00
2. Assist with TCEQ Coordination	1,500.00
3. County Road Cut Coordination	<u>1,000.00</u>
<b>SUB-TOTAL</b>	<u><b>\$7,500.00</b></u>
<b>TOTAL FEE FOR ALL SERVICES</b>	<u><b>\$30,000.00</b></u>

**PART IV  
TERMS AND CONDITIONS  
PROFESSIONAL ENGINEERING SERVICES**

1. **Termination of Contract for Cause.** If, through any cause, Hejl, Lee & Associates, Inc. (HLA) shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if HLA shall violate any of the covenants, agreements, or stipulations of this Contract, Hays County (the County) shall thereupon have the right to terminate this Contract by giving written notice to HLA of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by HLA under this Contract shall, at the option of the County, become its property and HLA shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.  
  
Notwithstanding the above, HLA shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by HLA, and the County may withhold any payments to HLA for the purpose of set-off until such time as the exact amount of damages due the County from HLA is determined.
2. **Termination for Convenience of the County.** The County may terminate this Contract at any time by giving at least ten (10) days notice in writing to HLA. If the Contract is terminated by the County as provided herein, HLA will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of HLA, Paragraph 1 hereof relative to termination shall apply.
3. **Changes.** The County may, from time to time, request changes in the scope of the services of HLA to be performed hereunder. Such changes, including any increase or decrease in the amount of HLA's compensation, which are mutually agreed upon by and between the County and HLA, shall be incorporated in written amendments to this Contract.
4. **Personnel.**
  - a. HLA represents that he has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County.
  - b. All of the services required hereunder will be performed by HLA or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. **Assignability.** HLA shall not assign any interest on this Contract, and shall not transfer any interest in the same (Whether by assignment or novation), without the prior written consent of the County thereto: Provided, however, that claims for money by HLA from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.
6. **Reports and Information.** HLA, at such times and in such forms as the County may require,



shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits. HLA shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the County to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the County or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the County.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by HLA under this contract are confidential and HLA agrees that they shall not be made available to any individual or organization without the prior written approval of the County.
9. Copyright. No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of HLA.
10. Compliance with Local Laws. HLA shall comply with all applicable laws, ordinances and codes of the State and local governments, and HLA shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, HLA agrees as follows:
  - a. HLA will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. HLA will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. HLA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discrimination clause.
  - b. HLA will in all solicitation or advertisements for employees placed by or on behalf of HLA, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
  - c. HLA will cause the foregoing provisions to be inserted in all subcontractors for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d. HLA will include the provisions a. through c. in every subcontract or purchase order unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. Section 109 of the Housing and Community Development Act of 1974.

- a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provision of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

15. Section 504 of the Rehabilitation Act of 1973 (20 U.S.C. Sec. 794)
- a. No otherwise qualified individual with handicaps shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives federal financial assistance.
  - b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
16. Interest of Members of a County. No member of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and HLA shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and HLA shall take appropriate steps to assure compliance.
18. Interest of HLA and Employees. HLA covenants that he presently has no interest and shall not acquire interest, direct or indirect in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. HLA further covenants that in the performance of this Contract, no person having such interest shall be employed.

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:**

**APPROVE**  
Spangenberg and Eddie Gumbert to ESD #4.

re-appoint Ken Downing, Ron

**TYPE OF ITEM: CONSENT-ACTION-PROCLAMATION-EXECUTIVE SESSION-WORKSHOP**

**PREFERRED MEETING DATE REQUESTED: 1/27/09**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Will Conley**

**SPONSORED BY: Will Conley**

**SUMMARY:**

**These three terms are expiring. All three wish to continue to serve.**

## *Agenda Item Request Form*

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no later than **2:00 p.m. on WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Approve Utility Permits.**

**CHECK ONE:** ☒ **CONSENT** ☐ **ACTION** ☐ **EXECUTIVE SESSION**

☐ **WORKSHOP** ☐ **PROCLAMATION** ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: January 27, 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**SPONSORED BY: SUMTER**

**SUMMARY:**

**Permit # 022001 Jerrys Lane (Electric)**

**Permit # 02002 Old Black Colony Rd. (Electric)**



PERMIT NO. : 02001      APPLICATION DATE :12/8/2008      APPROVED DATE :      1/14/2009

CO. CODE : PECK      Company Name:      PEC, INC.      Type of Utility: ELECTRIC

City:    KYLE      Department: DISTRICT

ROAD NO. : N/A      ROAD NAME : Jerrys Lane      NAME    Brady Karnes

SUBDIVISION :N/A      SEGMENT : 2

TYPE LINE :      Pole lines and poles

DESCRIPTION :      Power poles and lines to be placed in  
right-of-way of Jerrys Lane . . .

SPECIAL PROVISIONS : Traffic control required; Poles to have 10' for  
travel lane or must be outside of right-of-way



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

## Application for Installation

Utility Line on Hays County Right of Way

Date: 12/18/08

Formal notice is hereby given that Pedernales Electric Cooperative, Inc.  
Company proposes to place a distribution  
line within the right-of way of Sorn's Lane  
as follows: (give location, length, general design, etc.)

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

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

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

Our firm will insure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained during this installation.

The location and description of the proposed line and appurtenances is more fully shown by 2 complete sets of drawings attached to this notice.

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

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

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

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

Construction of this line will begin on or after the 2 day of January, 2009.

General Special Provisions:

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

Firm Pedernales Electric Cooperative, Inc.

By (Print) Brady Karnes

Signature [Signature]

Title District Engineering Supervisor


Address 9115 Circle Drive

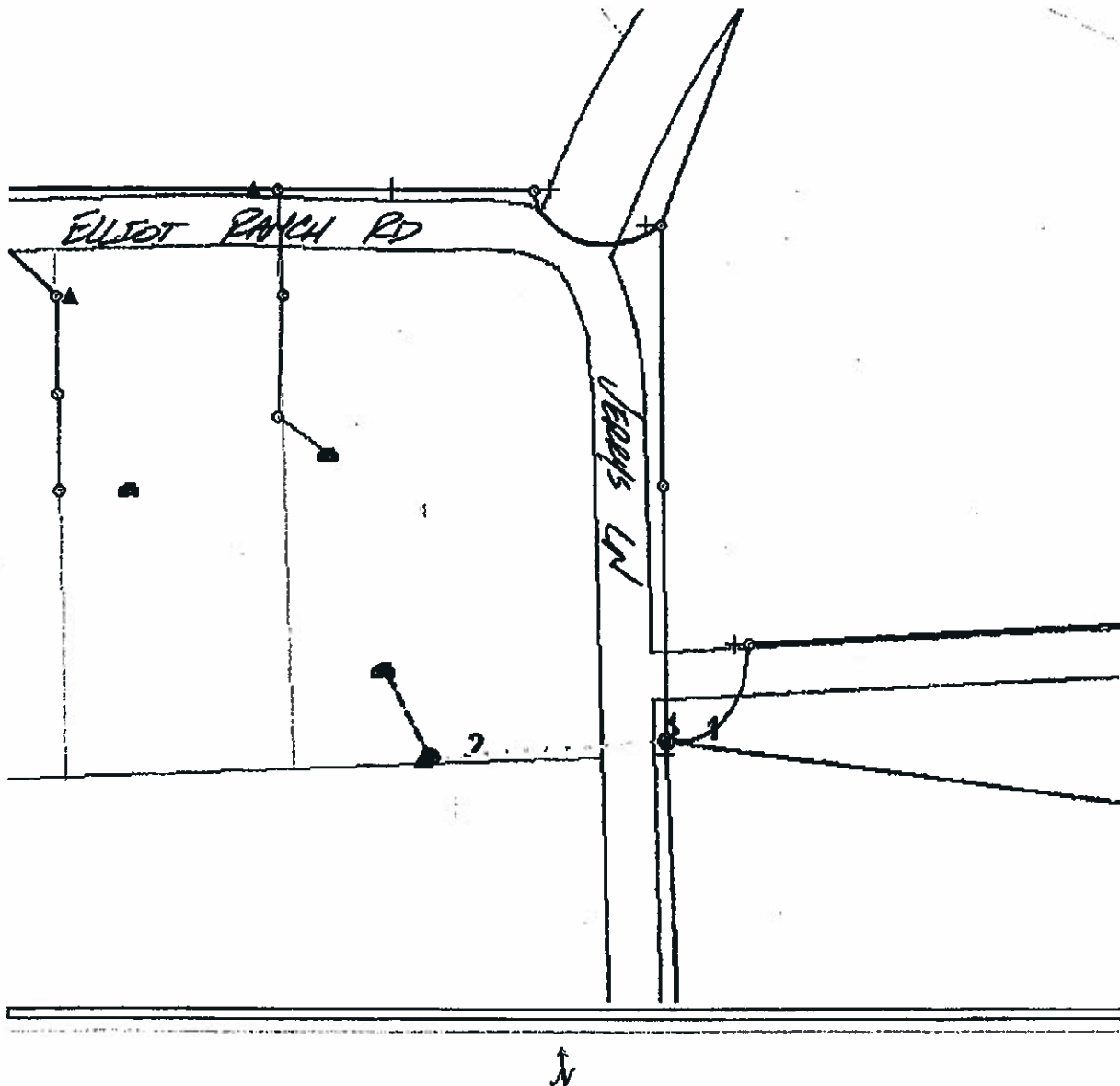
Austin, Texas 78736


Phone (888) 554-4732 ext. 722

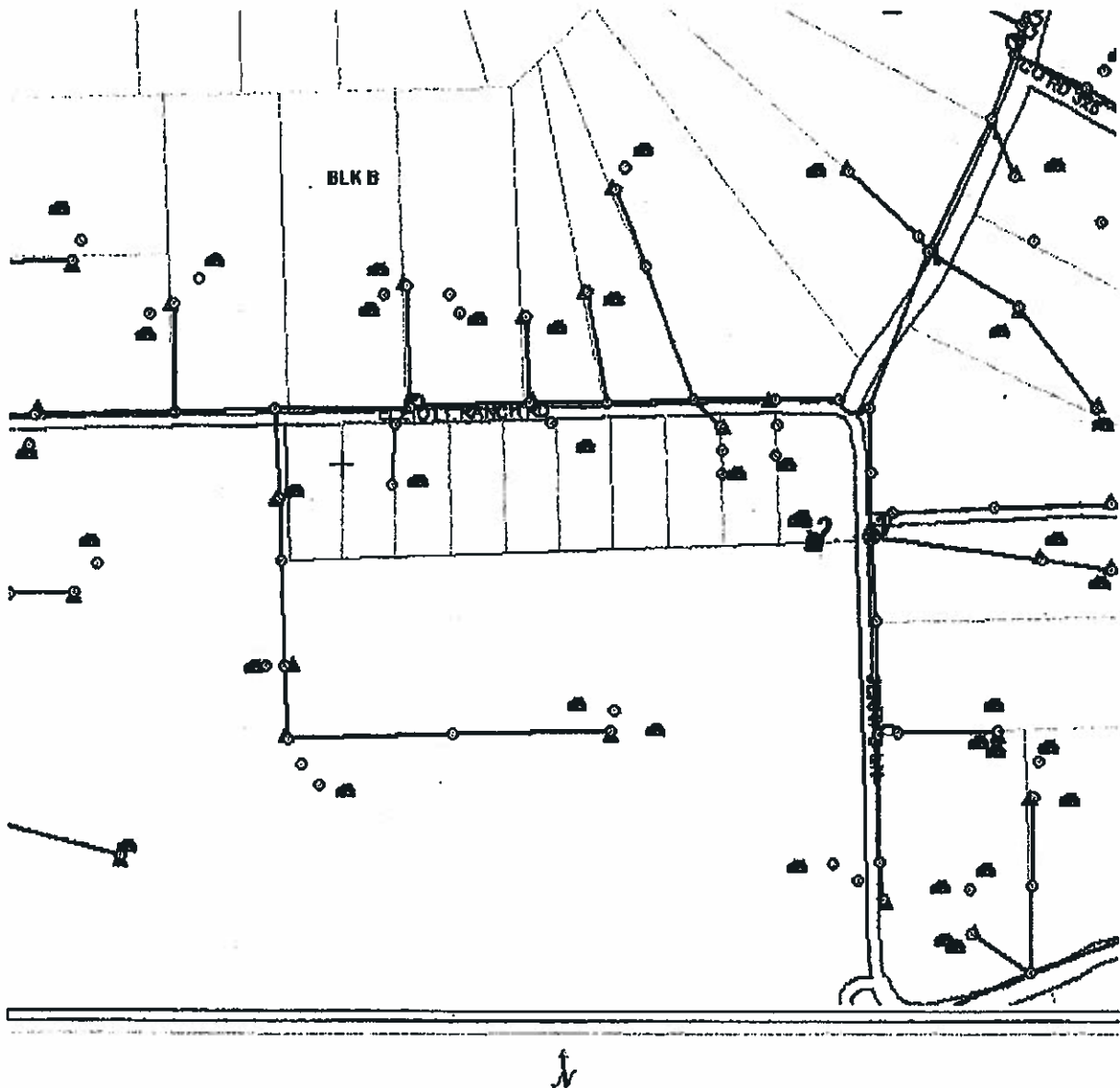
Approved by Hays County Road & Bridge Department	
<u>[Signature]</u> Signature	<u>Inspector</u> Title
	<u>1/14/09</u> Date

June 26, 2004

	<h1 style="text-align: center;">Pedernales Electric Cooperative</h1>	
<p>File: PATRICIA HORD 317 ELLIOTT RANC</p>	<p>Last Modified By: T_CARTER</p>	<p>Last Modified Time: 12/03/2008 9:25:42 AM</p>



	<h1>Pedernales Electric Cooperative</h1>	
File: PATRICIA HORD 317 ELLIOTT RANC	Last Modified By: T CARTER	Last Modified Time: 12/03/2008 9:25:42 AM



PERMIT NO. : 02002      APPLICATION DATE :12/18/2008      APPROVED DATE :      1/14/2009

CO. CODE : PECK      Company Name:      PEC, INC.      Type of Utility: ELECTRIC

City: KYLE      Department: DISTRICT

ROAD NO. : N/A      ROAD NAME : Old Black Colony Rd.      NAME Brady Karnes

SUBDIVISION :N/A      SEGMENT : 2

TYPE LINE :      Power lines and Poles

DESCRIPTION :      Power Lines and poles to be placed in the  
right-of-way od Old Black Colony rd. . . .

SPECIAL PROVISIONS : Traffic control required; Poles must have 10'  
from travel lane or be placed outside of the  
right-of-way



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

## Application for Installation

Utility Line on Hays County Right of Way

Date: 12/18/08

Formal notice is hereby given that Pedernales Electric Cooperative  
Company proposes to place a Distribution  
line within the right-of way of Old Black Colony  
as follows: (give location, length, general design, etc.)

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

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

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

Our firm will insure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained during this installation.

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

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

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

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

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

Construction of this line will begin on or after the 2 day of January, 2009.

General Special Provisions:

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

Firm Pedernales Electric Cooperative, Inc.

By (Print) Brady Karmes

Signature [Signature]

Title District Engineering Supervisor

Address 9115 Circle Drive

Austin, Texas 78736

Phone (888) 554-4732 ext. 7720

Approved by Hays County Road & Bridge Department	
<u>[Signature]</u> Signature	<u>Inspector</u> Title
	<u>1/14/09</u> Date

June 25, 2004



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Authorize the County Judge to execute a Professional Services Agreement with HDR Engineering, Inc. for a Water/Wastewater Regional Facility Planning Study related to the grant from the Texas Water Development Board for this purpose.**

**CHECK ONE:**    ☒ **CONSENT**    ☐ **ACTION**    ☐ **EXECUTIVE SESSION**  
  
                  ☐ **WORKSHOP**    ☐ **PROCLAMATION**    ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: January 27, 2009**

**AMOUNT REQUIRED: \$100,000 - \$56,000 in partner funds; \$44,000 in Hays Co. Funds**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 25-386-5604 / 25-362-4457**

**REQUESTED BY: Hauff**

**SPONSORED BY: Sumter**

#### **SUMMARY:**

**On August 19, 2008 the Commissioners Court accepted a grant award and executed a contract with the Texas Water Development Board (TWDB) for funding to conduct a water/wastewater regional facilities planning study for Hays County. On the same date, the Commissioners Court also approved specifications for an RFQ for engineering services to conduct the study. On October 28, 2008, the Commissioners Court heard presentations from the two highest ranked engineering firms and selected HDR Engineering, Inc. as the consultant for the study.**

**The proposed contract with HDR Engineering, Inc. is attached. Funding for the study will be provided by a grant of \$100,000 from the TWDB, multiple public/private partnership contributions of \$56,000, and Hays County funds in the amount of \$44,000, for a total study cost of \$200,000.**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** County Judge to execute a Professional Services Agreement with HDR Engineering, Inc. for a Water/Wastewater Regional Facility Planning Study related to the grant from the Texas Water Development Board for this purpose.

**PREFERRED MEETING DATE REQUESTED:** January 27, 2009

## **COUNTY AUDITOR**

*Typically Requires 1 Business Day Review*

**AMOUNT AND FUND LINE ITEM NUMBER** \$ 200,000 25-457-5604

**COUNTY PURCHASING GUIDELINES FOLLOWED:** \_\_\_\_ Yes \_\_\_\_

**PAYMENT TERMS ACCEPTABLE:** \_\_\_\_ Yes \_\_\_\_

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

*Typically Requires 9 Business Day Review*

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_

**COMMENTS:**

## **COMMISIONERS' COURT**

**APPROVED/DISAPPROVED AND DATE:** \_\_\_\_

## **COUNTY JUDGE**

*Signature Required if Approved*

**DATE CONTRACT SIGNED:** \_\_\_\_

## **MULTIPLE PROJECT AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Hays County, TX, hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER," for engineering services as described in this Agreement.

**WHEREAS**, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

**WHEREAS**, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

### **SECTION I. PROJECT TASK ORDER**

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." Task Order 1 is attached to this Agreement. No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

### **SECTION II. RESPONSIBILITIES OF OWNER**

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

### SECTION III. COMPENSATION

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

### SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The "HDR Engineering, Inc. Terms and Conditions for Professional Services," which are attached hereto, are incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

HAYS COUNTY, TX

"OWNER"

BY: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HDR ENGINEERING, INC.

"ENGINEER"

BY: 

NAME: NEIL A. GRAFF, PE

TITLE: SENIOR VICE PRESIDENT

ADDRESS: 4401 WEST GATE BLVD #400  
AUSTIN, TX 78745

# HDR Engineering, Inc.

## Terms and Conditions for Professional Services

### 1. 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 Agreement 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. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2. INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance.

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

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.

### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard

Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.



## 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

## 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement.

The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

## 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

## 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

## 15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by

law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

## 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitutes the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

## 17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the greater of \$50,000 or the total compensation received by ENGINEER hereunder, except as otherwise provided under this Agreement, and OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

## 18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

## 19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.



### **TASK ORDER No. 1**

This Task Order pertains to an Agreement by and between Hays County, TX, ("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated \_\_\_\_\_, 20\_\_\_\_, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

**TASK ORDER NUMBER: 1**

**PROJECT NAME: Hays County Regional Water and Wastewater Facility Plan**

**PART 1.0 PROJECT DESCRIPTION:**

Perform engineering services to develop a regional facility plan, to examine options for developing water and wastewater facilities to serve certain areas of Hays County, all as described by the County's grant application to the TWDB for this project and the scope of services below.

**PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:**

See Exhibit B of the attached Contract between Hays County and TWDB.

**PART 3.0 OWNER'S RESPONSIBILITIES:**

See the attached Contract between Hays County and TWDB.

**PART 4.0 PERIODS OF SERVICE:**

See the attached Contract between Hays County and TWDB, Section 1.

**PART 5.0 PAYMENTS TO ENGINEER:**

The above referenced scope of services will be paid by a lump sum of \$200,000, as described by the attached Contract between Hays County and TWDB. Invoices for work completed and reimbursable expenses will be submitted on a percent complete by task order basis, in accordance with the attached Terms and Conditions of Professional Services.

**PART 6.0 OTHER:**

Not used.

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
"OWNER"

BY: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HDR ENGINEERING, INC.  
"ENGINEER"

BY:  \_\_\_\_\_

NAME: NEIL A. GRAFF, PE

TITLE: SENIOR VICE PRESIDENT

ADDRESS: 4401 WEST GATE BLVD #400  
AUSTIN, TX 78745

STATE OF TEXAS

TWDB Contract No. 0804830842

COUNTY OF TRAVIS

Research and Planning Fund  
Regional Facility Planning

Hays County

This Contract, (hereinafter "CONTRACT"), between the Texas Water Development Board (hereinafter "BOARD") and Hays County (hereinafter "CONTRACTOR (S)"), is composed of two parts: Section I. Specific Conditions and Exceptions to the Standard Agreement and Section II. Standard Agreement. The terms and conditions set forth in Section I will take precedence over terms and conditions in Section II.

**SECTION I. SPECIFIC CONDITIONS AND EXCEPTIONS  
TO STANDARD AGREEMENT**

**ARTICLE I. DEFINITIONS:** For the purposes of this CONTRACT, the following terms or phrases shall have the meaning ascribed therewith:

- A. BOARD - The Texas Water Development Board, or its designated representative.
- B. CONTRACTOR (S) – Hays County
- C. EXECUTIVE ADMINISTRATOR The Executive Administrator of the Board or his designated representative.
- D. PARTICIPANT (S) – Hays County, Aqua Texas, Inc., City of Dripping Springs, Dripping Springs Water Supply Corporation, Barton Springs/Edwards Aquifer Conservation District, Guadalupe-Blanco River Authority, Hays Trinity Groundwater Conservation District, Lower Colorado River Authority, Village of Wimberley, Wimberley Water Supply Corporation, City of Woodcreek.
- E. REQUIRED INTERLOCAL AGREEMENT (S) – N/A
- F. REGIONAL FACILITY PLAN – Develop a comprehensive approach for providing water supply and wastewater treatment for Hays County.
- G. BOARD APPROVAL DATE – May 27, 2008.
- H. PLANNING AREA – The planning area is Hays County which is located approximately 16 miles south of Austin on off of Interstate 35. The project area is more specifically defined in Exhibit A (the original grant application).
- I. DEADLINE FOR CONTRACT EXECUTION – August 22, 2008

- J. CONTRACT INITIATION DATE - August 22, 2008
- K. DRAFT FINAL REPORT SUBMISSION DATE - August 22, 2009
- L. FINAL REPORT DEADLINE (CONTRACT EXPIRATION) - February 22, 2010
- M. TOTAL STUDY COSTS - \$200,000
- N. BOARD SHARE OF THE TOTAL STUDY COSTS - The lesser of \$100,000 or 50 percent of the total study costs or individual voucher submission
- O. LOCAL SHARE OF THE TOTAL STUDY COSTS - \$85,000 in cash and \$15,000 in in-kind services or 50 percent of the total study costs or individual voucher submission
- P. VOUCHER SUBMISSION SCHEDULE - Quarterly
- Q. OTHER SPECIAL CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT OF THIS CONTRACT -

The CONTRACTOR (S) will complete the Scope of Work and will deliver seven (7) double-sided copies of a draft final report to the EXECUTIVE ADMINISTRATOR no later than the DRAFT FINAL REPORT SUBMISSION DATE. The draft final report will include at a minimum an executive summary, the methodology and findings of the study, including alternatives considered.

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be duly executed in multiple originals.

**TEXAS WATER DEVELOPMENT  
BOARD**

  
J. Kevin Ward  
Executive Administrator

Date: 8/19/08

**HAYS COUNTY**

  
Judge Elizabeth "Liz" Sumter  
Hays County Judge

Date: 8/19/08

## **SECTION II. STANDARD AGREEMENT**

### **ARTICLE I. RECITALS**

Whereas, the CONTRACTOR (S) applied to the BOARD, Austin, Texas for a planning grant to develop a REGIONAL FACILITY PLAN;

Whereas, the CONTRACTOR (S) and PARTICIPANT (S) will commit cash and/or in-kind services to pay for the local share of this planning project;

Whereas, the CONTRACTOR (S) is the entity who will act as administrator of the BOARD's planning grant and will be responsible for the execution of this contract;

Whereas, on the BOARD APPROVAL DATE, the BOARD approved the CONTRACTOR (S)'s application for financial assistance;

Now, therefore, the BOARD and the CONTRACTOR (S), agree as follows:

### **ARTICLE II. PROJECT DESCRIPTION AND SERVICES TO BE PERFORMED**

1. Services and activities provided under this CONTRACT shall be in strict accordance with requirements of the Texas Water Code, Chapter 15; Exhibit D, associated rules of Title 31 of the Texas Administrative Code, Chapter 355, Sections 355.1-355.11, Subchapter A; Exhibit A, the original grant application, which is incorporated herein and made a permanent part of this CONTRACT; and this CONTRACT.
2. The CONTRACTOR (S) will prepare a REGIONAL FACILITY PLAN for the PLANNING AREA, as delineated and described in Exhibit A, according to the Scope of Work contained in Exhibit B. The CONTRACTOR (S) will consider BOARD population and water use projections, and if not used in the REGIONAL FACILITY PLAN, provide an explanation of why not used. Where applicable, the CONTRACTOR (S) will develop water conservation plans according to Title 31 of the Texas Administrative Code, Sections 363.15, 363.71, 375.37, and 375.101.
3. The CONTRACTOR (S) will establish formal, direct, and continuous liaisons with all cities, counties, councils of governments, river authorities, regional water planning groups designated under Texas Water Code §16.053 and 31 Texas Administrative Code §357.4, and all applicable state agencies, federal agencies, and other governmental entities in the PLANNING AREA, and all entities providing water and/or wastewater service in the PLANNING AREA for the purpose of coordinating the scope of work and REGIONAL FACILITY PLAN with all existing studies, plans, or activities for the purpose of providing information and obtaining available data for the development of the REGIONAL FACILITY PLAN.
4. The CONTRACTOR (S) will coordinate the REGIONAL FACILITY PLAN with the

existing plans and policies of the entities listed above, the Texas Commission on Environmental Quality (TCEQ), and any other affected entities.

5. The CONTRACTOR (S) will hold public meetings with the PARTICIPANTS, consultants, local entities, the TCEQ, the BOARD, and any interested parties at the commencement of the project, at 50% completion, following the DRAFT FINAL REPORT SUBMISSION DATE but before the FINAL REPORT DEADLINE, and when deemed necessary by either the BOARD or the CONTRACTOR (S) to discuss the status of the REGIONAL FACILITY PLAN. The public meeting shall be held in accordance with the Texas Open Meetings Act. The CONTRACTOR (S) will solicit input and comments from the affected public on the draft final report and consider such input and comments for incorporation in the final report.

### **ARTICLE III. SCHEDULE, REPORTS, AND OTHER PRODUCTS**

1. The CONTRACTOR (S) has until the DEADLINE FOR CONTRACT EXECUTION to execute this CONTRACT and to provide acceptable evidence of REQUIRED INTERLOCAL AGREEMENTS and the CONTRACTOR (S) ability to provide the LOCAL SHARE OF THE TOTAL STUDY COSTS to the EXECUTIVE ADMINISTRATOR for approval or the BOARD'S SHARE OF THE TOTAL STUDY COSTS will be rescinded.
2. The term of this CONTRACT shall begin and the CONTRACTOR (S) shall begin performing its obligations hereunder on the CONTRACT INITIATION DATE and shall expire on the FINAL REPORT DEADLINE. Delivery of an acceptable final report prior to the FINAL REPORT DEADLINE shall constitute completion of the terms of this CONTRACT.
3. The CONTRACTOR (S) will complete the Scope of Work and will deliver seven (7) double-sided copies of a draft final report to the EXECUTIVE ADMINISTRATOR no later than the DRAFT FINAL REPORT SUBMISSION DATE. The draft final report will include an executive summary, explanation of the methodology and findings of the study, including alternatives considered, cost estimates, recommended alternatives, an implementation plan and schedule, recommended entities to implement the recommended alternatives, appropriate financing mechanisms, and other pertinent information. The draft and final reports should be organized in the same order as the Scope of Work. Each task should be easily identifiable in the draft and final report. After a 30-day review period, the EXECUTIVE ADMINISTRATOR will return review comments to the CONTRACTOR (S).
4. The CONTRACTOR(S) will consider incorporating comments from the EXECUTIVE ADMINISTRATOR and other commentors on the draft final report into a final report. The CONTRACTOR(S) will include a copy of the EXECUTIVE ADMINISTRATOR's comments in the final report. The CONTRACTOR(S) will submit one (1) electronic copy



of the entire FINAL REPORT in Portable Document Format (PDF), one (1) unbound camera ready original, and seven (7) bound double-sided copies of the final report to the EXECUTIVE ADMINISTRATOR no later than the FINAL REPORT DEADLINE. The CONTRACTOR(S) will submit one (1) electronic copy of any computer programs or models and an operations manual developed under the terms of this CONTRACT. After a 30-day review period, the EXECUTIVE ADMINISTRATOR will either accept or reject the final report. If the final report is rejected, the rejection letter sent to the CONTRACTOR(S) shall state the reasons for rejection and the steps the CONTRACTOR(S) need to take to have the final report accepted and the retainage released.

5. The CONTRACTOR (S) will submit progress reports with submittal of vouchers according to the VOUCHER SUBMISSION SCHEDULE. Progress reports shall be in written form and shall include a brief statement of the overall progress made since the last status report; a brief description of any problems that have been encountered during the previous reporting period that will affect the study, delay the timely completion of any portion of this CONTRACT, inhibit the completion of or cause a change in any of the study's products or objectives; and a description of any action the CONTRACTOR (S) plans to take to correct any problems that have been encountered.
6. The EXECUTIVE ADMINISTRATOR can extend the COMPLETION DATE and the FINAL REPORT DEADLINE upon written approval. The CONTRACTOR (S) should submit a written request to the EXECUTIVE ADMINISTRATOR at least thirty (30) working days prior to the COMPLETION DATE or thirty (30) days prior to the FINAL REPORT DEADLINE for an extension to the respective dates and explanation of why the deadlines have not been met.

#### **ARTICLE IV. COMPENSATION, REIMBURSEMENT AND REPAYMENT**

1. The BOARD agrees to compensate and reimburse the CONTRACTOR (S) in a total amount not to exceed the BOARD'S SHARE OF THE TOTAL STUDY COSTS for costs incurred and paid by the CONTRACTOR (S) pursuant to performance of this CONTRACT. The CONTRACTOR (S) will contribute local matching funds in sources and amounts defined as the LOCAL SHARE OF THE TOTAL STUDY COSTS. The BOARD shall reimburse the CONTRACTOR (S) for ninety percent (90%) of the BOARD's share of each invoice pending the CONTRACTOR (S)'s performance, completion of a Final Report, and written acceptance of said Final Report by the EXECUTIVE ADMINISTRATOR, at which time the BOARD shall pay the retained ten percent (10%) to the CONTRACTOR (S).
2. The CONTRACTOR (S) shall submit vouchers and documentation for reimbursement billing according to the VOUCHER SUBMISSION SCHEDULE and in accordance with the approved task and expense budgets contained in Exhibit C to this CONTRACT. At the discretion of the EXECUTIVE ADMINISTRATOR and upon written memorandum

to the contract file, the CONTRACTOR (S) has budget flexibility within task and expense budget categories to the extent that the resulting change in amount in any one task or expense category does not exceed 35% of the total amount authorized by this CONTRACT for the task or category to be changed or \$5,000 whichever is larger. Larger deviations shall require a formal contract amendment. For all reimbursement billings including any subcontractor's expenses, the EXECUTIVE ADMINISTRATOR must have provided written approval of REQUIRED INTERLOCAL AGREEMENT (S) and contracts or agreements between the CONTRACTOR (S) and the subcontractor. The CONTRACTOR (S) is fully responsible for paying all charges by subcontractors prior to reimbursement by the BOARD.

3. The CONTRACTOR (S) and its subcontractors shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR. Accounting by the CONTRACTOR (S) and its subcontractors shall be in a manner consistent with generally accepted accounting principles.
4. By executing this Contract, the CONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The CONTRACTOR shall comply with and cooperate in any such investigation or audit. The CONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The CONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the subcontractor to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.
5. A progress report and the following documentation which documents the TOTAL STUDY COSTS for reimbursement by the BOARD to the CONTRACTOR (S) for the BOARD'S SHARE OF THE TOTAL STUDY COSTS shall be submitted by the CONTRACTOR (S) to the EXECUTIVE ADMINISTRATOR for reimbursement billing:
  - A. Summary of total expenses incurred including the following information:
    - (1) CONTRACTOR's Vendor Identification Number;
    - (2) TWDB CONTRACT Number;
    - (3) Total expenses for the billing period; beginning (date) to ending (date);
    - (4) Total In-kind services;
    - (5) Total Services for this period;
    - (6) Less Local Share of the total study costs for the billing period;
    - (7) Total BOARD's share of the total study costs for the billing period;
    - (8) Amount of retainage to be withheld for the billing period;
    - (9) Total costs to be reimbursed by the BOARD for the billing period; and
    - (10) Certification, signed by the CONTRACTOR(S) authorized representative, that the expenses submitted for the billing period are a true and correct

representation of amounts paid for work performed directly related to this contract.

- B. For direct expenses incurred by the CONTRACTOR(S) -- documentation showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category including labor, fringe, overhead, travel, communication and postage, technical and computer services, expendable supplies, printing and reproduction; and
- C. For direct expenses incurred by the CONTRACTOR(S) for outside consulting services -- copies of invoices to the CONTRACTOR(S) showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category including labor, fringe, overhead, travel, communication and postage, technical and computer services, expendable supplies, printing and reproduction; and the total dollar amount due to the consultant; and
- D. For travel and subsistence expenses, including such expenses for subcontractors --
  - (1) names, dates, work locations, time periods at work locations, itemization of subsistence expenses of each employee, limited, however, to travel expenses authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2005, Article IX, Part 5, as amended or superseded;
  - (2) other transportation costs -- copies of invoices covering tickets for transportation or, if not available, names, dates, and points of travel of individuals; and
  - (3) all other reimbursable expenses -- invoices or purchase vouchers showing reason for expense with receipts to evidence the amount incurred.

## **ARTICLE V. OWNERSHIP, PUBLICATION, AND SUBCONTRACTING**

### **1. Ownership:**

- (a) The BOARD shall have an unlimited, unrestricted, perpetual, irrevocable, non-exclusive, royalty-free right to access and receive in usable form and format, and to Use, any and all technical or other data or information developed by CONTRACTOR(S) or subcontractors in, or otherwise resulting from, the performance of services under this CONTRACT.
- (b) "Contractor Works" are work products developed by CONTRACTOR(S) using funds provided under this CONTRACT or otherwise rendered in or related to the performance in whole or part of this CONTRACT, including but not limited to reports, drafts of reports, or other material, data, drawings, studies, analyses, notes, plans, computer programs and codes, or other work products, whether final or intermediate.
  - (i) It is agreed that all Contractor Works shall be the joint property of the

- BOARD and CONTRACTOR(S).
- (ii) The parties hereby agree that, if recognized as such by applicable law, the Contractor Works are intended to and shall be works-made-for-hire with joint ownership between the BOARD and CONTRACTOR(S) as such works are created in whole or part.
  - (iii) If the Contractor Works do not qualify as works-made-for-hire under applicable law, CONTRACTOR(S) hereby convey co-ownership of such works to the BOARD as they are created in whole or part. If present conveyance is ineffective under applicable law, CONTRACTOR(S) agree to convey a co-ownership interest of the Contractor Works to the BOARD after creation in whole or part of such works, and to provide written documentation of such conveyance upon request by the BOARD.
  - (iv) The BOARD and CONTRACTOR(S) acknowledge that the copyright in and to a copyrightable Contractor Work subsists upon creation of the Contractor Work and its fixing in any tangible medium. CONTRACTOR(S) or the BOARD may register the copyrights to such Works jointly in the names of the CONTRACTOR(S) and the BOARD.
  - (v) The BOARD and CONTRACTOR(S) each shall have full and unrestricted rights to Use a Contractor Work with No Compensation Obligation.
- (c) "Subcontractor Works" include all work product developed in whole or part by or on behalf of subcontractors engaged by CONTRACTOR(S) to perform work for or on behalf of any CONTRACTOR under this CONTRACT (or by the subcontractors' subcontractors hereunder, and so on). CONTRACTOR(S) shall secure in writing from any subcontractors so engaged:
- (i) unlimited, unrestricted, perpetual, irrevocable, royalty-free rights of the BOARD (and, if desired, of CONTRACTOR(S)) to access and receive, and to Use, any and all technical or other data or information developed in or resulting from the performance of services under such engagement, with No Compensation Obligation; and either
  - (ii) assignment by the subcontractor to the BOARD (and, if desired by them, jointly to the CONTRACTOR(S)) of ownership (or joint ownership with the subcontractor) of all Subcontractor Works, with No Compensation Obligation; or
  - (iii) grant by subcontractor of a non-exclusive, unrestricted, unlimited, perpetual, irrevocable, world-wide, royalty-free license to the BOARD (and, if desired by them, the CONTRACTOR(S)) to Use any and all Subcontractor Works, including the right to sublicense Use to third parties, with No Compensation Obligation.
- (d) No unauthorized patents. Contractor Works and Subcontractor Works or other work product developed or created in the performance of this CONTRACT or otherwise using funds provided hereunder shall not be patented by CONTRACTOR(S) or their subcontractor(s) unless the EXECUTIVE ADMINISTRATOR consents in writing to submission of an application for patent on such works; and provided that, unless otherwise agreed in writing,
- (i) any application made for patent shall include and name the BOARD (and,

- as applicable and desired by them, CONTRACTOR(S)) as co-owners of the patented work;
- (ii) no patent granted shall in any way limit, or be used by CONTRACTOR(S) or subcontractor(s) to limit or bar the BOARD's rights hereunder to access and receive in useable form and format, and right to Use, any and all technical or other data or information developed in or resulting from performance pursuant to this CONTRACT or the use of funds provided hereunder; and
  - (iii) the BOARD (and, if applicable, the CONTRACTOR(S)) shall have No Compensation Obligation to any other co-owners or licensees of any such patented work, unless otherwise expressly agreed in writing.
- (e) CONTRACTOR(S) shall include terms and conditions in all contracts or other engagement agreements with any subcontractors as are necessary to secure these rights and protections for the BOARD; and shall require that their subcontractors include similar such terms and conditions in any contracts or other engagements with their subcontractors. For the purposes of this section, "subcontractors" includes independent contractors (including consultants) and also employees working outside the course and scope of employment.
  - (f) Any work products subject to a BOARD copyright or joint copyright and produced or developed by the CONTRACTOR(S) or their subcontractor(s) pursuant to this CONTRACT or using any funding provided by the BOARD may be reproduced in any media, forms or formats by the BOARD or CONTRACTOR(S) at their own cost, and be Disseminated in any medium, format or form by any party at its sole cost and in its sole discretion. CONTRACTOR(S) may utilize such work products as they may deem appropriate, including Dissemination of such work products or parts thereof under their own name(s), provided that any BOARD copyright is noted on the materials.
  - (g) "Use" of a work product, whether a Contractor Work, a Subcontractor Work or otherwise, shall mean and include, without limitation hereby, any lawful use, copying or Dissemination of the work product, or any lawful development, use, copying or Dissemination of derivative works of the work product, in any media or forms, whether now known or later existing.
  - (h) "No Compensation Obligation" shall mean there is no obligation on the part of one co-owner or licensee of a work, whether a Contractor Work, a Subcontractor Work or otherwise, to compensate other co-owners, licensees or licensors of the work for any Use of the work by the using co-owner or licensee, including but not limited to compensation for or in the form of: royalties; co-owner or licensee accounting; sharing of revenues or profits among co-owners, licensees or licensors; or any other form of compensation to the other co-owners, licensees or licensors on account of any Use of the work.
  - (i) "Dissemination" shall include, without limitation hereby, any and all manner of: physical distribution; publication; broadcast; electronic transmission; internet streaming; posting on the Internet or world wide web; or any other form of communication, transmission, distribution, sending or providing, in any forms or formats, and in or using any media, whether now known or later existing.



2. The CONTRACTOR (S) agrees to acknowledge the BOARD in any news releases or other publications relating to the work performed under this CONTRACT.
3. No work herein called for by the CONTRACTOR (S) shall be reimbursed for expenses by the BOARD to the CONTRACTOR (S) without prior written approval by the EXECUTIVE ADMINISTRATOR of the contract or agreement between the CONTRACTOR (S) and its subcontractor. Each subcontract or agreement shall include a detailed budget estimate with specific cost details for each task or specific item of work to be performed by the subcontractor and for each category of reimbursable expenses. The subcontracts shall conform to the terms of the CONTRACT and include provisions that require subcontractor compliance with BOARD rules. The CONTRACTOR (S) must also adhere to all requirements in state law pertaining to the procurement of professional services.

#### **ARTICLE VI. AMENDMENT, TERMINATION, AND STOP ORDERS**

1. This CONTRACT may be altered or amended by mutual written consent or terminated by the EXECUTIVE ADMINISTRATOR at any time by written notice to the CONTRACTOR (S). Upon receipt of such termination notice, the CONTRACTOR (S) shall, unless the notice directs otherwise, immediately discontinue all work in connection with the performance of this CONTRACT and shall proceed to cancel promptly all existing orders insofar as such orders are chargeable to this CONTRACT. The CONTRACTOR (S) shall submit a statement showing in detail the work performed under this CONTRACT to the date of termination. The BOARD shall then pay the CONTRACTOR (S) promptly that proportion of the prescribed fee, which applies to the work, actually performed under this CONTRACT, less all payments that have been previously made. Thereupon, copies of all work accomplished under this CONTRACT shall be delivered to the BOARD.
2. The EXECUTIVE ADMINISTRATOR may issue a Stop Work Order to the CONTRACTOR (S) at any time. Upon receipt of such order, the CONTRACTOR (S) shall discontinue all work under this CONTRACT and cancel all orders pursuant to this CONTRACT, unless the order directs otherwise. If the EXECUTIVE ADMINISTRATOR does not issue a Restart Order within 60 days after receipt by the CONTRACTOR (S) of the Stop Work Order, the CONTRACTOR (S) shall regard this CONTRACT terminated in accordance with the foregoing provisions.

#### **ARTICLE VII. NO DEBT AGAINST THE STATE**

1. This CONTRACT and Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the BOARD, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this CONTRACT transcends the biennium in which this CONTRACT is entered into, this CONTRACT is specifically contingent upon the continued authority of the BOARD and appropriations therefore.



## **ARTICLE VIII. LICENSES, PERMIT, AND INSURANCE**

1. For the purpose of this CONTRACT, the CONTRACTOR (S) will be considered an independent contractor and therefore solely responsible for liability resulting from negligent acts or omissions. The CONTRACTOR (S) shall obtain all necessary insurance, in the judgment of the CONTRACTOR (S), to protect themselves, the BOARD, and employees and officials of the BOARD from liability arising out of this CONTRACT. The CONTRACTOR (S) shall indemnify and hold the BOARD and the State of Texas harmless, to the extent the CONTRACTOR (S) may do so in accordance with state law, from any and all losses, damages, liability, or claims there for, on account of personal injury, death, or property damage of any nature whatsoever caused by the CONTRACTOR (S), arising out of the activities under this CONTRACT.
2. The CONTRACTOR (S) shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the CONTRACTOR (S) to perform the subject work.

## **ARTICLE IX. SEVERANCE PROVISION**

1. Should any one or more provisions of this CONTRACT be held to be null, void, voidable, or for any reason whatsoever, of no force and effect, such provision(s) shall be construed as severable from the remainder of this CONTRACT and shall not affect the validity of all other provisions of this CONTRACT which shall remain of full force and effect.

## **ARTICLE X. CORRESPONDENCE**

All correspondence between the parties shall be made to the following addresses:

**For the BOARD:**

Contract and Payment Issues:  
Texas Water Development Board  
Contract Administration  
P.O. Box 13231  
1700 N. Congress Avenue  
Austin, Texas 78701

**For the CONTRACTOR(S):**

Judge Elizabeth 'Liz' Sumter  
or Designated Representative  
111 E. San Antonio St. STE 300  
San Marcos, Texas 78666

EXHIBIT A - TWDB Application  
For Funding

**I. GENERAL INFORMATION**

**1. Legal name of applicant(s):**

Hays County, TX  
111 E. San Antonio St., Suite. 300  
San Marcos, Texas 78666  
Contact: Elizabeth 'Liz' Sumter, Hays County Judge  
Phone: (512) 393-2205

**2. Participating political subdivision(s):**

- a. Aqua Texas, inc.  
1106 Clayton Lane  
Suite 400W  
Austin, TX 78723  
Contact: Glen E. Lewis  
Phone: (512) 990-4400 ext. 104
- b. City of Dripping Springs  
511 Mercer Street  
Dripping Springs, Texas 78620  
Contact: Mayor Todd Purcell  
Phone: (512) 858-4725
- c. Dripping Springs Water Supply Corporation (DSWSC)  
PO Box 354  
Dripping Springs, TX 78620  
Contact: Doug Cones  
Phone: (512) 413-6161
- d. Barton Springs / Edwards Aquifer Conservation District  
1124 Regal Row  
Austin, Texas 78748  
Contact: Kirk Holland, P.G.  
Phone: (512) 282-8441
- e. Guadalupe-Blanco River Authority (GBRA)  
933 East Court Street  
Seguin, TX 78155  
Contact: Bill West  
Phone: 830-379-5822
- f. Hays Trinity Groundwater Conservation District (HTGCD)  
PO Box 1648  
Dripping Springs, Texas 78620  
Contact: Andrew Backus - President, Board of Directors  
Phone: (512) 858-9253

- g. Lower Colorado River Authority (LCRA)  
P.O. Box 220  
Austin, TX 78767  
Contact: Thomas G. Mason – General Manager  
Phone: (512) 473-3200
- h. Village of Wimberley  
12111 RR 12  
Wimberley, TX 78676  
Contact: Don Ferguson – City Administrator  
Phone: (512) 847-0025
- i. Wimberley Water Supply Corporation (WWSC)  
110 La Pais Dr  
Wimberley, TX 78676  
Contact: Tom Haley - President, Board of Directors  
Phone: (512) 847-7883
- j. City of Woodcreek  
41 Champion Circle  
Woodcreek, TX 78676  
Contact: Gloria Whitehead - Mayor  
Phone: (512) 847-9390

**3. Authority of law under which the applicant was created:**

Hays County was formed on March 1, 1848 by the Texas State Legislature.

**4. Applicant's official representatives:**

Judge Elizabeth 'Liz' Sumter  
Hays County Judge  
111 E. San Antonio St.  
Suite 300  
San Marcos, TX 78666  
Phone: (512) 393-2205  
Fax : (512) 393-2282  
lizsumtr@co.hays.tx.us

**5. Citations of applicant's legal authority to plan, develop, and operate a regional facility for the planning area:**

Local Government Code Title 13 Subchapter 412.016.a states that a county has authority to "... acquire, own, operate, or contract for the operation of, a water or sewer utility system to serve an unincorporated area of the county...".

**6. Is this application in response to a Request for Proposals published in the Texas Register?**

Yes      ☒ No      ☐

7. If yes to No. 6 above, list document number and date of publication of the Texas Register:

The RFP for this application was published in 32 TexReg 7152 on October 5, 2007 under the heading "Request for Applications for Regional Water and Wastewater Facility Planning"

8. Type of proposed planning (Check all that apply):

Regional Water Supply Facility Planning ☒

Regional Wastewater Facility Planning ☒

9. Total proposed planning cost:

\$200,000

10. Applicant Cash Contribution to the study:

\$25,000

11. List source of cash contribution, explanation of source of local cash contribution:

\$25,000	provided by the Guadalupe Blanco River Authority
\$5,000	provided by Aqua Texas
\$5,000	provided by the Barton Springs Edwards Aquifer Conservation District
\$5,000	provided by the City of Dripping Springs
\$5,000	provided by the Dripping Springs Water Supply Corporation (tentative)
\$5,000	provided by the Hays Trinity Groundwater Conservation District
\$5,000	provided by the Village of Wimberley
\$5,000	provided by the Wimberley Water Supply Corporation
<u>\$TBD</u>	<u>provided by the Village of Woodcreek</u>
\$60,000	total cash contribution

12. Applicant in-kind contribution including a description of in-kind services to be provided:

\$15,000. The participating entities will provide in-kind services requiring staff time and resources to provide the following:

- See memorandum from LCRA for specific commitment to in-kind contribution.
- See memorandum from Barton Springs Edwards Aquifer Conservation District for specific commitment to in-kind contribution.
- Project management and coordination
- Staff time for at least one participant dedicated to representing each participant's interests in the study.

- Detailed information regarding OSSF systems.
- Interpretations of existing and proposed regulations.
- Development and update of water conservation plans.
- Current water and wastewater CCN maps in GIS or CAD format.
- Details of bulk water delivery agreements.
- Engineering information regarding water distribution and treatment facilities and wastewater collection and treatment facilities.

Consultant services, as required, to provide or develop information and services needed for the study.

**13. Total grant funds requested from the Texas Water Development Board:**

\$100,000. The applicant requests that the review committee consider the option of making additional grant funds available as additional participants join the planning process with cash or in-kind contributions.

**14. Detailed description of why proposed planning is needed:**

Water resources in Hays County are extremely limited. The Hays Trinity Groundwater Conservation District has reported that current science indicates that demand for Hays County's ground water will soon exceed supply, and protecting the aquifer and its resources will include significant restrictions and substantial expense to businesses and citizens. As Hays County continues to grow at its current rapid rate, its dependence on water sources outside of the County will grow. Additional sources will require investments in water rights, infrastructure, and treatment, all at potentially high cost. It is possible that many of Hays County's citizens will soon find themselves unable to afford safe and reliable drinking water. There is a need to identify a regional strategy that will provide Hays County the flexibility to grow wisely, and keep water safe, reliable, and affordable.

Residents of rural Hays County get their water from two major groundwater sources, the Edwards and Trinity aquifers, and two river authorities, the GBRA, and the LCRA. Recently, the Region K and Region L water plans predicted that many of the County's water systems will experience demands that exceed supply by 2010. Without even approaching the drought of record, many wells in Hays County went dry during the summer of 2006 while Lake Travis dropped substantially and water use restrictions were imposed on many systems served by the LCRA. Many of the County's citizens are concerned that this will happen again. There is a need to verify the current state of water demand in the County, and assess the ability of the County's water sources to provide for current and future needs.

The Regional plans cite a number of ways that the gap between demand and supply may be closed. These include expanding utilization of the Trinity aquifer, voluntary or mandatory water conservation, expanding surface water availability from the Colorado River and the Guadalupe River, and others. Some of these options may no longer be feasible. Other options have been identified and need to be more fully explored. There is a need to qualify and quantify the potential effectiveness of these options for addressing the needs of the County as a whole.

With increased population and water demands come a similar increase in wastewater production. The small number of services areas and wastewater CCN's in Hays County (see Exhibit 1) is testament to the magnitude, complexity, and cost of developing wastewater facilities in the area. The growing number of small independent water and wastewater districts threatens the implementation of a comprehensive plan. There is a need to identify and implement a forward thinking regional approach to wastewater treatment, beneficial reuse, and discharge that protects the waters of the State of Texas, as well as the County's natural and economic resources.

Hays County has issued permits for hundreds of on site sewage facilities (OSSF's) in the past 7 years. Prior to 2000, a significant number aerobic and septic systems were installed in the County. The cumulative failure rates and impacts of widespread use of these systems has not been studied locally, but research indicates that 10 percent of OSSF systems can be expected to fail at any given point in time. This represents a significant potential for the discharge of untreated or partially treated wastewater. Because a majority of the land in Hays County sits over the Trinity and Edwards aquifer recharge and contributing zones, there is a need to plan for the implementation of more effective wastewater treatment and beneficial reuse.

Therefore, this study proposes to:

- Develop a comprehensive approach for providing safe, reliable, sustainable, and affordable supplies of water for Hays County.
- Develop a comprehensive approach for treatment and reuse of wastewater generated by new growth.
- Identify the existing and pending water and wastewater CCN's in Hays County, and examine the geographic, supply, and legal capabilities of each CCN holder.
- Assess the current and future state of water demand in rural Hays County, with emphasis on comparing existing conditions to those predicted in the Regions L and K water plans.
- Develop specific options for delivery and treatment of water in the planning area.
- Consider and possibly reconfigure projects proposed in the Regions L and K water plans.
- Assess incomplete projects that the County's individual water providers are already developing.
- Analyze the potential impact of a "preferred growth area" program.



- Analyze the potential impact of rainwater collection systems.
- Analyze the feasibility of an aquifer storage and recovery (ASR) system.
- Develop specific options for collection, treatment, reuse, and disposal of wastewater in the planning area.
- Research cutting edge technologies for wastewater treatment and reuse appropriate for the planning area.
- Identify priority areas for conversion from OSSF to regional collection and treatment systems.
- Identify potential for expansion of existing discharge permits (including zero-discharge facilities), as allowable by the State Water Quality Management Plan.
- Explore potential for advanced OSSF treatment systems, including biological nutrient removal, for areas that may not be feasibly served by collection systems.
- Explore the potential for new methods of management and operation of small plants where a regional solution is not appropriate.
- Identify improvements to OSSF inspection and reporting programs as well as monitoring and enforcement systems.
- Identify existing water conservation public education programs that have been implemented in the planning area, and investigate the potential to expand and consolidate those programs into a regional water education program.
- Calculate water savings in water demand by an aggressive county-wide water conservation program, and estimate costs.
- Explore the implementation of conjunctive use programs, such as combining rainwater collection systems with public water supply systems, as a method of expanding the effective capacity of public water systems.
- Detailed description of why state funding assistance is needed:

State funding is needed to support the regional planning of the distribution, treatment, and collection system improvements needed by the study participants. The study participants realize that an organized plan for supplying water and providing for wastewater treatment is important to most effectively and economically provide service. There is no other direct funding mechanism in place to provide planning for the areas included in the proposed study.

**15. Identify potential sources and amounts of funding available for implementation of viable solutions resulting from proposed planning:**

Funding, depending on the political subdivision, can be acquired from a number of different sources:

- Revenue Bonds
- General Obligation Bonds
- United States Department of Agriculture—Rural Utility Service Program
- Office of Rural Community Affairs (ORCA)
- Economic Development Administration—U.S. Department of Commerce

In addition, the potential exists for partnership agreements between the political subdivisions involved in this study, for solutions that provide mutual benefit.

**16. Qualifications and direct experience of proposed project staff:**

Hays County will manage the project with guidance from its consulting partner. Hays County's grant administration staff has managed numerous infrastructure planning grants and studies.

Richard Salmon has been Hays County's Grants Administrator since 1993. As Grants Administrator, his duties include oversight of the development of all grants for the County, submission and tracking through the review and award processes and administration of grants that are funded. Mr. Salmon is currently managing a total of 14.2 million dollars in grants, including such varied facility improvements as roads in environmentally sensitive areas, hike and bike trails, low water crossing early warning systems, park improvements, dam improvements, and solid waste.

The County will select a consulting partner that has extensive experience in administration of Texas Water Development Board water and wastewater planning grants, as well as experience assisting political subdivisions in securing funding, designing facility improvements, and administration of construction.

**17. How much money has the applicant secured toward financing the proposed project? List the participating entities and the amount budgeted/committed by each entity:**

No funding has been secured for possible construction projects. Funding will be secured by the appropriate political subdivision at the time of implementation. See response to question 11 for amounts of funding committed to this study.

**18. Have any local entities included this project in the current CIP budget? Provide the name of the entity and provide proof that this project is included in the CIP:**

None of the participating entities have allocated CIP funds for possible construction of the facility options recommended as part of this study. Funding will be secured by the appropriate political subdivision at the time of implementation.

**19. Do you have support from the community for this project? Provide letters, resolutions, etc. showing proof of local support:**

See the attached letters of support from:

- Aqua Texas
- Barton Springs Edwards Aquifer Conservation District
- City of Dripping Springs
- Dripping Springs Water Supply Corporation
- Guadalupe Blanco River Authority
- Hays Trinity Groundwater Conservation District
- Lower Colorado River Authority
- Village of Wimberley
- Wimberley Water Supply Corporation
- Village of Woodcreek

As of the submission date of this application, the following entities have communicated interest in participating, but had not taken official action:

- Dripping Springs Water Supply Corporation

**20. Percent of annual budget used for capital expenditure for past five years.**

The information listed below was still being gathered at the time of the submission of this application. The information will be provided as it is received from the participating entities. If the information is not received during the application process, it will be gathered as part of the study, as it is of material importance to assessing the needs of the participating entities.

**Exhibit 2**  
**Scope of Proposed Study**  
**Regional Water Supply and Wastewater Facilities Planning Grant Application**

**Task 100 – Project Management**

Hays County will provide project management and quality control throughout the project, with assistance from the Consultant. The Consultant will organize and schedule deliverables, meetings, and site visits working in conjunction with Hays County and other project participants. The Consultant will provide quality control reviews of all calculations and modeling runs and provide quality assurance of reported results.

**Task 200 – Information Gathering**

With assistance from Hays County staff and project participants, the Consultant will compile information on:

- Existing water rights, utility systems, pumping capacity, and treatment capacity.
- Wastewater conveyance and treatment capacity.
- Water storage, metering systems, and distribution mains.
- Wastewater treatment facilities, pumping facilities, and collection mains.
- Existing water system demands, demand patterns, delivery points, and operational characteristics.
- Existing wastewater production, production patterns, and operational characteristics.

From the information gathered, a summary of the existing conditions of water and wastewater service will be developed in maps and figures for use in the study report.

**Task 300 – Growth Prediction**

With assistance from Hays County staff and project participants, the Consultant will develop a growth projection of the planning area. Growth will be analyzed for the years 2010, 2020, and 2050.

A projection of population growth will be developed using existing reports, as well as input from Hays County staff and project participants. Water demand and wastewater production rates will be established, using the information gathered in Task 200. This information will then be used to predict water and wastewater demand in the study years.

The Consultant will analyze the potential effects of proposed OSSF permitting and development regulations and apply these factors to the growth prediction.

The growth projection will be developed in maps and figures for use in the study report.

**Task 400 – Analysis of Deficiencies and Impact**

Using information gathered in Task 200 and Task 300, the Consultant will identify areas whose water and wastewater needs cannot be met by existing and currently proposed facilities, and the difference between demands and supply and capacity will be quantified.

The Consultant will quantify the resultant well water demand and number of OSSF systems that will be required to meet the future conditions if the participating entities cannot meet the demand, to be used as a baseline for measuring the effectiveness of proposed facility options.

**Task 500 – Evaluation of Facility Improvements**

When Task 400 is complete, the plan participants will propose facility improvements to meet the deficiencies identified in Task 400. The Consultant will provide guidance on the general feasibility of the proposed options.

The study participants will meet to discuss their plans and develop additional facility improvements to serve additional areas in need of service. The Consultant will propose additional facility improvements, as needed. The participants will develop a final list of facility improvements for the Consultant to analyze.

For each option, the Consultant will develop general engineering details required to implement the option, provide an estimate of probable cost, and an estimate of the cost of the option to customers in dollars per thousand gallons. The consultant will also estimate the reduction in groundwater demand and the number of OSSF systems eliminated by each option.

**Task 600 – Report Preparation**

The Consultant will develop a complete report documenting the assumptions, analyses, and recommendations of facility improvements of the study. The report will be written in such a manner that the contents may be used to develop the administrative provisions, such as CCN expansions and discharge permits that may be necessary to secure the interests of the participants.

The Consultant will prepare a draft report for review by each planning participant and then incorporate review comments from the single review into the final report. Five (5) hard copies of the final report will be provided to Hays County and one to each of the other study participants.

**Exhibit 3**  
**Proposed Study Budget**  
Regional Water Supply and Wastewater Facilities Planning Grant Application

<b>Task</b>	<b>Budget</b>
Task 100 – Project Management	\$20,000
Task 200 – Information Gathering	\$20,000
Task 300 – Growth Prediction	\$20,000
Task 400 – Analysis of Deficiencies and Impact	\$30,000
Task 500 – Evaluation of Facility Improvements	\$80,000
Task 600 – Report Preparation	\$30,000
<b>Total</b>	<b>\$200,000</b>

<b>Expense</b>	<b>Budget</b>
Travel	\$1,500
Tech / Computer	\$6,600
Reproduction	\$3,000
Postage / Courier	\$500
Subcontractor	\$0
Salaries	\$65,500
Fringe	\$29,500
Profit	\$10,000
Overhead	\$83,400
<b>Total</b>	<b>200,000</b>



## **EXHIBIT B**

### **SCOPE OF WORK**

#### **Task 1 - Project Management**

Hays County will provide project management and quality control throughout the project, with assistance from the Consultant. The Consultant will organize and schedule deliverables, meetings, and site visits working in conjunction with Hays County and other project participants. The Consultant will provide quality control reviews of all calculations and modeling runs and provide quality assurance of reported results.

#### **Task 2 - Information Gathering**

With assistance from Hays County staff and project participants, the Consultant will compile information on:

- Existing water rights, utility systems, pumping capacity, and treatment capacity.
- Wastewater conveyance and treatment capacity.
- Water storage, metering systems, and distribution mains.
- Wastewater treatment facilities, pumping facilities, and collection mains.
- Existing water system demands, demand patterns, delivery points, and operational characteristics.
- Existing wastewater production, production patterns, and operational characteristics.

From the information gathered, a summary of the existing conditions of water and wastewater service will be developed in maps and figures for use in the study report.

#### **Task 3 - Growth Prediction**

With assistance from Hays County staff and project participants, the Consultant will develop a growth projection of the planning area. Growth will be analyzed for the years 2010, 2020, and 2050.

A projection of population growth will be developed using existing reports, as well as input from Hays County staff and project participants. Water demand and wastewater production rates will be established, using the information gathered in Task 2. This information will then be used to predict water and wastewater demand in the study years.

The Consultant will analyze the potential effects of proposed OSSF permitting and development regulations and apply these factors to the growth prediction.

The growth prediction will be developed in maps and figures for use in the study report.

#### **Task 4 – Analysis of Deficiencies and Impact**

Using information gathered in Task 2 and Task 3, the Consultant will identify areas whose water and wastewater needs cannot be met by existing and currently proposed facilities, and the difference between demands and supply and capacity will be quantified.

The Consultant will quantify the resultant well water demand and number of OSSF systems that will be required to meet the future conditions if the participating entities cannot meet the demand, to be used as a baseline for measuring the effectiveness of proposed facility options.

#### **Task 5 – Evaluation of Facility Improvements**

When Task 4 is complete, the plan participants will propose facility improvements to meet the deficiencies identified in Task 4. The Consultant will provide guidance on the general feasibility of the proposed options.

The study participants will meet to discuss their plans and develop additional facility improvements to serve additional areas in need of service. The Consultant will propose additional facility improvements, as needed. The participants will develop a final list of facility improvements for the Consultant to analyze.

For each option, the Consultant will develop general engineering details required to implement the option, provide an estimate of probable cost, and an estimate of the cost of the option to customers in dollars per thousand gallons. The consultant will also estimate the reduction in groundwater demand and the number of OSSF systems eliminated by each option.

#### **Task 6 - Report Preparation**

The Consultant will develop a complete report documenting the assumptions, analyses, and recommendations of facility improvements of the study. The report will be written in such a manner that the contents may be used to develop the administrative provisions, such as CCN expansions and discharge permits that may be necessary to secure the interests of the participants.

The Consultant will prepare a draft report for review by each planning participant and then incorporate review comments from the single review into the final report. Five (5) hard copies of the final report will be provided to Hays County and one to each of the other study participants.

## EXHIBIT C

### TASK BUDGET

TASK	DESCRIPTION	AMOUNT
Task 100	Project Definition and Funding Acquisition	\$20,000.00
Task 200	Project Management	\$20,000.00
Task 300	Population and Flow Projections	\$20,000.00
Task 400	Identify Transmission, Treatment, and Collection System Alternatives	\$30,000.00
Task 500	Develop Recommendations	\$80,000.00
Task 600	Draft and Final Report	\$30,000.00
Total		\$200,000.00

### EXPENSE BUDGET

CATEGORY	TOTAL BUDGET
Salaries and Wages <sup>1</sup>	\$65,500.00
Fringe <sup>2</sup>	\$29,500.00
Travel	\$1,500.00
Tech/Computer	\$6,600.00
Communications (Postage/Courier)	\$500.00
Reproduction	\$3,000.00
Overhead <sup>3</sup>	\$83,400.00
Profit	\$10,000.00
Total	\$200,000.00

<sup>1</sup> Salaries and Wages is defined as the cost of salaries of engineers, draftsmen, stenographers, surveyors, clerks, laborers, etc., for time directly chargeable to this contract.

<sup>2</sup> Fringe is defined as the cost of social security contributions, unemployment, excise, and payroll taxes, workers' compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

<sup>3</sup> Overhead is defined as the costs incurred in maintaining a place of business and performing professional services similar to those specified in this contract. These costs shall include the following:

- Indirect salaries, including that portion of the salary of principals and executives that is allocable to general supervision;
- Indirect salary fringe benefits;
- Accounting and legal services related to normal management and business operations;
- Travel costs incurred in the normal course of overall administration of the business;
- Equipment rental;
- Depreciation of furniture, fixtures, equipment, and vehicles;
- Dues, subscriptions, and fees associated with trade, business, technical, and professional organizations;
- Other insurance; Rent and utilities; and Repairs and maintenance of furniture, fixtures, and equipment

## **Exhibit D**

### **SUBCHAPTER A. GENERAL RESEARCH AND PLANNING** **Texas Administrative Code Sections 355.1 - 355.11**

These rules are adopted under the authority of Texas Water Code, Sections 6.101 and the Texas Water Code, Chapter 15, Subchapter F, which require the board to adopt rules necessary to carry out the powers and duties of the board and of various programs of the research and planning fund.

**§355.1. General.** This subchapter shall govern the board's use of the research and planning fund to provide money for water research, flood control planning and regional facility planning.

Adopted effective October 11, 1991	Amended effective February 11, 1999
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**§355.2. Definitions.** The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise. Words defined in the applicable provisions of the Texas Water Code, Chapter 15, and not defined here shall have the meanings provided by such chapter.

- (1) **Flood protection planning** - The process of developing the means of providing protection from flooding through structural and non-structural measures.
  - (A) **Planning for flood protection** includes studies and analyses to:
    - (i) determine and describe problems resulting from or relating to flooding;
    - (ii) determine the views and needs of the affected public relating to flooding problems;
    - (iii) identify potential solutions;
    - (iv) estimate benefits and costs of potential solutions, including structural and non-structural measures;
    - (v) recommend feasible solutions to flood protection problems; and
    - (vi) determine that any proposed solutions are consistent with appropriate regional or statewide plans and relevant laws and regulations.
  - (B) **Planning**, as herein defined, does not include those activities directly related to the preparation of applications for state or federal permits or other approvals, activities associated with administrative or legal proceedings by regulatory agencies, nor preparation of engineering plans and specifications.
- (2) **Regional facility planning for water resources** - The process of identifying existing and potential problems, problem solutions and their relative costs and benefits, and recommending the most feasible solution(s) for regional water supply or wastewater facilities, except to the extent that such matters are being or have been studied under Texas water Code, §16.053.

Planning, as herein defined, does not include those activities directly related to the preparation of applications for state or federal permits or other approvals, activities associated with administrative or legal proceedings by regulatory agencies, nor preparation of engineering plans and specifications.

- (3) Research - Scientific activities that are undertaken to address practical problems rather than to expand the frontiers of knowledge. Research can include development, which refers to activities undertaken to solve the technical problems involved in bringing a new product or process into production. Research may include regional water quality assessments performed by river authorities pursuant to the provisions of the Texas Water Code, §26.0135 and §26.178.

Adopted effective October 11, 1991
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Amended effective February 11, 1999
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**§355.3. Legal and Fiscal Information.** As funds become available, and needs are identified, the executive administrator will publish notice in the Texas Register requesting applications from eligible applicants for grants in one or more of the three categories. Applicants shall submit application(s) in the form and in the manner prescribed by the executive administrator. The executive administrator may request additional information needed to evaluate the application, and may return any incomplete applications. Applicants may also submit and the executive administrator may also consider applications at any time, depending on availability of funds and demonstrated need.

Adopted effective October 11, 1991
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Amended effective February 11, 1999
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**§355.4. Eligibility.** Any person may apply for research grants, but only political subdivisions may apply for flood control and regional facility planning grants. Funding of projects shall be at the discretion of the board from funds in the research and planning fund.

Adopted effective October 11, 1991
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Amended effective February 11, 1999
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**§355.5. Criteria.** Applications will be evaluated by the executive administrator, considering, at a minimum, the following criteria.

- (1) Research project evaluation criteria for unsolicited applications:
  - (A) relationship of project to current needs for water resource research;
  - (B) description of the proposed research project;
  - (C) approach to organizing and managing the research project;
  - (D) estimated time required to complete the research project;
  - (E) ability to perform the research and complete the project;
  - (F) potential economic impact; and
  - (G) environmental enhancement and conservation impact.
- (2) Research project evaluation criteria for solicited applications:
  - (A) description of the proposed research project;

- (B) responsiveness of the application to the request for proposals for requests for qualifications;
  - (C) approach to organizing and managing the research project;
  - (D) estimated time required to complete the research project; and
  - (E) ability to perform the research and complete the project.
- (3) Flood control planning project criteria:
- (A) degree to which proposed planning duplicates previous or ongoing flood plans;
  - (B) project service area is regional versus local;
  - (C) history of flooding in project area;
  - (D) participation in National Flood Insurance Program;
  - (E) project organization and budget; and
  - (F) scope and potential benefits of project.
- (4) Regional facility planning project criteria:
- (A) degree to which proposed planning duplicates previous or ongoing plans;
  - (B) regional nature of project;
  - (C) conformance to certified water quality management plans;
  - (D) adequacy of water conservation plan and commitment to water conservation;
  - (E) project organization and budget;
  - (F) scope and potential benefits of project;
  - (G) the degree to which the regional facility planning is consistent with an approved regional water plan for the area in which the political subdivision is located.

Adopted effective October 11, 1991	
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Amended effective February 18, 2008
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**§355.6. Board Consideration of Projects.** The executive administrator will submit recommended projects to the board, to be scheduled on the agenda for board consideration at the earliest practical date. The applicant and other interested parties known to the board shall be notified of the time and place of such meeting.

Adopted effective October 11, 1991	
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**§355.7. Action of the Board on Projects.** At the conclusion of the meeting to consider the project, the board may resolve to approve, disapprove, amend, or continue consideration of the application. Approval action shall include specification of a commitment period during which applicant must enter into a contract, and demonstrate matching funds availability, after which time the commitment shall expire, unless a time extension is granted by the board.

Adopted effective October 11, 1991	
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**§355.8. Notice Requirements.** For flood protection and regional facility planning projects, applicants must notify all cities, counties, non-profit water supply corporations, regional planning agencies, regional water planning groups and all districts and authorities created under the Texas Constitution, Article III, Chapter 52, or Article XVI, Chapter 59, in the planning area by certified



mail that an application for planning assistance is being filed with the board. The notice shall include the name and address of the applicant and the name of the applicant's manager or official representative; and brief description of the planning area; the purposes of the planning project; the board's name, address, and the name of a contact person with the board; a statement that any comments must be filed with the executive administrator and the applicant within 30 days of the date on which the notice is mailed. Prior to action by the board, the applicant must provide one copy of the notice sent to affected political subdivisions, a list of the political subdivisions to which notice was sent, and the date on which the notice was sent. The board may not act on such application before the end of the 30-day notice period unless all political subdivisions to which notice is required to be sent agree in writing to waive the notice period.

Adopted effective October 11, 1991	Amended effective February 11, 1999
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**§355.9. Contracts.** The board may authorize the executive administrator or his designee to enter into contracts with persons or political subdivisions, within available funds. Such contracts shall include:

- (1) a detailed statement of the purpose for which the money is to be used;
- (2) the total amount of money to be paid from the research and planning fund under the contract;
- (3) the time for completion; and
- (4) any other terms and conditions required by the executive administrator or agreed to by the contracting parties.

Adopted effective October 11, 1991	Amended effective February 11, 1999
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**§355.10. Funding Limitations.**

- (a) Grants for regional facility planning and flood control planning shall be limited to 50% of the total cost of the project, except that the board may supply up to 75% of the total cost to political subdivisions which have unemployment rates exceeding the state average by 50% or more, and which have per capita income which is 65% or less of the state average for the last reporting period available.
- (b) In-kind services may be substituted for any part of the local share, if such services are directly in support of the planning effort, are properly documented, and approved in advance by the board.
- (c) Up to 100% of the cost of research projects may be provided by the board.
- (d) Funds will be released only as reimbursement of costs actually incurred for approved activities.
- (e) Grants in excess of 75% for regional facility planning or flood control planning will be provided if authorized by specific legislation or legislative appropriation language.

Adopted effective October 11, 1991	Amended effective February 18, 2008
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**§355.11 Availability of Reports and Planning Documents.** All reports, planning documents and any other work products resulting from projects receiving board funding assistance must be made available to state agencies and political subdivisions as required by the executive administrator or as agreed to by the contracting parties.

Adopted effective October 11, 1991	Amended effective February 18, 2008
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***Subdivision/Road/Staff Review Agenda Item Request Form***

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

**no later than 2:00 p.m. on WEDNESDAY.**

**Phone (512) 393-2205 Fax (512) 393-2282**

**AGENDA ITEM:** *(Since there is nothing unusual or controversial about this Commercial OSSF permit application, it is recommended that it be placed on the Consent Agenda)*

**Action to Authorize Commercial OSSF Permit for Steve Harper for an Automotive Towing Business located at 141 S Canyonwood, Dripping Springs, in Precinct 4.**

<b>CIRCLE ONE ACTION ITEM</b>	<b>Subdivision</b>	<b>Road</b>	<b>Staff Recommendation</b>
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<b>PREFERRED MEETING DATE REQUESTED: January 27, 2009</b>
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<b>AMOUNT REQUIRED: NA</b>
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<b>LINE ITEM NUMBER OF FUNDS REQUIRED: NA</b>
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<b>REQUESTED BY: Tom Pope, R.S., Resource Protection, Transportation &amp; Planning.</b>
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<b>SPONSORED BY: Commissioner Ford, Precinct 4</b>
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<b>SUMMARY:</b> Steve Harper is proposing an OSSF to serve an Automotive Towing Business at 141 S Canyonwood, Dripping Springs, in Precinct 4. Sunset Canyon Subdivision, section IIc, lot 22. The property is 1.7 acres. It is aerobic treatment unit utilizing a surface irrigation disposal. They system was designed by Andy Grubbs, R.S., P.G. The On Site Sewage Facility is designed for a maximum wastewater flow of 185 gpd. The water supply is a public system (LCRA).
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<b>STAFF REVIEW/COMMENTS</b>
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<b>Resource Protection, Transportation &amp; Planning Director:</b> Recommend approval.
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<b>ROAD DIRECTOR:</b> NA
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<b>STAFF RECOMMENDATIONS:</b> Recommend approval. No variances to the Hays County OSSF Rules were required/granted.
---

# SITE PROFILE

Page 1  
1/21/2009

Permit #: 2008-407

**TYPE OF PERMIT:** ☒ OSSF permit ☒ Development permit

**PROPERTY ADDRESS:** 141 SOUTH CANYONWOOD DRIVE, DRIPPING SPRINGS TX 78620

**NAME OF OWNER:** STEVE HARPER

**MAILING ADDRESS:** 201 RALPH ABLENADO AUSTIN TX 78748

**Work Phone:**

**Cell:**

**Home Phone:** (512) 423-6442

**Fax:**

**Septic Type:** Commercial

**Reason:** New

**1200 Sq Ft**

**3 Employees**

**Household:** 0

**Purchased:**

**Revision:** 1/16/2009

**License Date:**

**Bathrooms:** 1

**Plans:** 6/18/2008

**Final Inspection:**

**Printed:**

**Field:** 2943

**Authorization:**

**Approved By:**

**Installed:**

**Other Information:** ☐ Rainwater Collection

☐ City limits

☐ Public Sewer

☒ ETJ Dripping Spring

☒ Public Water ☐ Well

☒ Water saving fixtures

☒ Public Water

☐ Recharge zone ☐ Meter / Timer Required

**WaterSupply Company:**

**Record Set:**

**Volume:**

**Page:**

**HAYS COUNTY**

**Lot/Tract:** 22

**Block:**

**Lot size:** 1.7

**Precinct/Zone:** 4

**Abstract Number:** 0

**Affidavit File Date:**

**Survey:**

**Grid/Section:** 2C

**Subdivision:** SUNSET CANYON ILC

**Reference:**

**Evaluator's Information:** Site Evaluator: GRUBBS, ANDY

**Type of soil:** 4

**Soil Date:** 6/20/2008

**185 GPD**

## System Information:

**Manufacturer:** AQUAKLEAR

**Distributor:**

**Designer:** GRUBBS, ANDY

**Installer:** TBD

**Treatment Type:** Aerobic

**Disinfectant:** Tablet Chlorine

## Flood Plain Information:

**Disposal:** Surface Application

**Flood Plain Status:** Exempt

**System:**

**Aerator:**

**Discharge:**

Brand / Model	Serial Number	Date

**Flood Plain Date:**

**Flood Plain Certificate:**

**Flood Plain Complete:**

**Expiration Date:**

## Service and Maintenance Information

☒ Routine Maintenance

☐ Active Service

☐ Electronic Monitoring

**Service Provider:**

**Date Maintenance Contract Started:**

**Insp./year:** 3

**Date Maintenance Contract Expires:**

**Location of System:** GPS Latitude: N

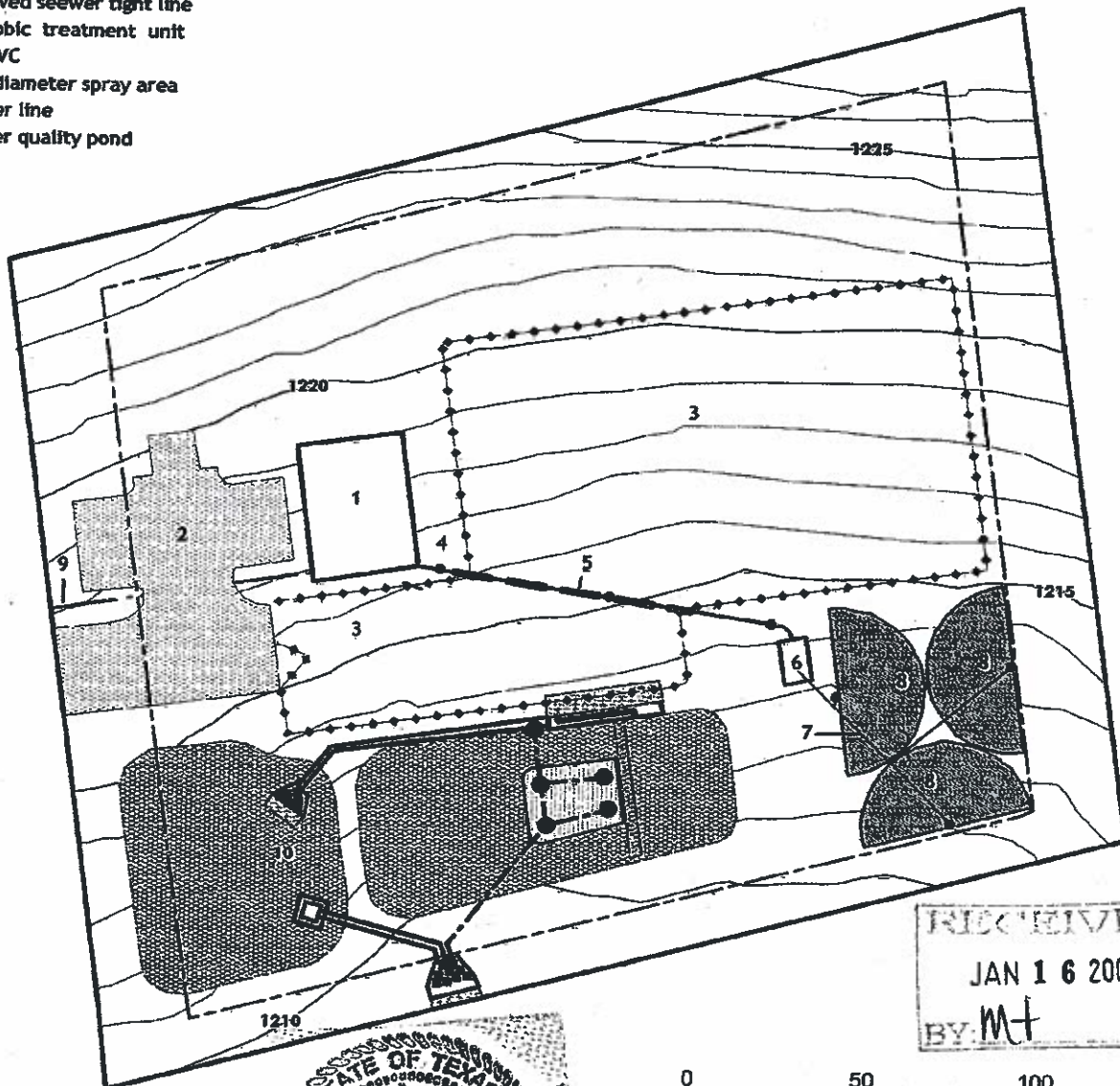
GPS Longitude: W

**Map Code:**

**Legal Description:**

# **Site Plan** **Harper Towing service** **368 Sunset Canyon**

- 1 Office
- 2 parking
- 3 gravel storage yard
- 4 2-way cleanout
- 5 sleeved sewer tight line
- 6 Aerobic treatment unit
- 7 1" PVC
- 8 50' diameter spray area
- 9 water line
- 10 water quality pond

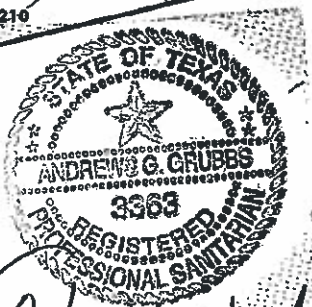


RECEIVED  
 JAN 16 2009  
 BY: M+

0 50 100  
 feet

Scale 1" = 50'

Contour Interval 1'



*Andrew G. Grubbs*

JAN 10, 09

N  
 Hays  
 Environmental  
 Consulting

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m. on WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Authorize the County Judge to execute a Contract Agreement with Zara Environmental LLC for a karst study related to the Section 6 grant from the Texas Parks and Wildlife Department.**

**CHECK ONE:**    ☒ **CONSENT**    ☐ **ACTION**    ☐ **EXECUTIVE SESSION**  
☐ **WORKSHOP**    ☐ **PROCLAMATION**    ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED:** January 27, 2009

**AMOUNT REQUIRED:** \$18,022

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 01-414-5399 (split over 2 fiscal years)

**REQUESTED BY:** Hauff

**SPONSORED BY:** Ford

#### **SUMMARY:**

On December 16, 2008, the Commissioners Court accepted a grant award from the Texas Parks and Wildlife Department (TPWD) for a U.S. Fish & Wildlife Service, Cooperative Endangered Species Conservation Fund (Section 6 Traditional) grant in the amount of \$54,063 for a karst invertebrate study in Hays County. Further action by the Commissioners Court on December 23, 2008 authorized the County Judge to execute the Interlocal Agreement with TPWD for the grant funds and enter into negotiations with Zara Environmental, LLC to fulfill the scope of services set forth in the Interlocal Agreement.

The proposed contract with Zara Environmental, LLC is attached. Funding for the study will be provided by the grant, in the amount of \$54,063, and required County matching funds of \$18,022 taken from the contingency line item. These contingency funds will be split equally over the FY09 and FY10 fiscal years.



# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** County Judge to execute a Contract Agreement with Zara Environmental LLC for a karst study related to the Section 6 grant from the Texas Parks and Wildlife Department.

On December 16, 2008, the Commissioners Court accepted a grant award from the Texas Parks and Wildlife Department (TPWD) for a U.S. Fish & Wildlife Service, Cooperative Endangered Species Conservation Fund (Section 6 Traditional) grant in the amount of \$54,063 for a karst invertebrate study in Hays County. Further action by the Commissioners Court on December 23, 2008 authorized the County Judge to execute the Interlocal Agreement with TPWD for the grant funds and enter into negotiations with Zara Environmental, LLC to fulfill the scope of services set forth in the Interlocal Agreement.

The proposed contract with Zara Environmental, LLC is attached. Funding for the study will be provided by the grant, in the amount of \$54,063, and required County matching funds of \$18,022 taken from the contingency line item. These contingency funds will be split equally over the FY09 and FY10 fiscal years.

**PREFERRED MEETING DATE REQUESTED:** January 27, 2009

## **COUNTY AUDITOR**

*Typically Requires 1 Business Day Review*

**AMOUNT AND FUND LINE ITEM NUMBER** \$18,022      01-766-5448 (over 2 fiscal years)

**COUNTY PURCHASING GUIDELINES FOLLOWED:** \_\_ Yes \_\_\_\_\_

**PAYMENT TERMS ACCEPTABLE:** \_\_ Yes \_\_\_\_\_

**COMMENTS:** Budget has already been amended to reflect this grant.

**Bill Herzog**

## **SPECIAL COUNSEL**

*Typically Requires 9 Business Day Review*

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:**

## **COMMISSIONERS' COURT**

**APPROVED/DISAPPROVED AND DATE:** \_\_\_\_\_

## **COUNTY JUDGE**

*Signature Required if Approved*

**DATE CONTRACT SIGNED:** \_\_\_\_\_

## **INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT executed on this the \_\_\_\_ day of \_January\_\_\_\_, 2009\_\_, but agreed to be effective from and after \_\_1 January\_\_\_\_, 2009\_\_, by and between Hays County Hereinafter "County"), and Zara Environmental LLC (hereinafter "Contractor").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, County hires Contractor, and Contractor agrees to work for County under the terms and conditions hereby agreed upon by the parties:

### **SECTION 1 - WORK TO BE PERFORMED**

**1.1 Term.** County agrees to hire Contractor, at will, for a term commencing on 1 January 2009, and continuing until terminated in accordance with Section 4.

**1.2.1 Duties.** Contractor agrees to perform work for the County on the terms and conditions set forth in this agreement, and agrees to devote all necessary time and attention (reasonable periods of illness accepted) to the performance of the duties specified in this agreement. Contractor's duties shall be as follows:

Provide specialized environmental, speleological and related services and consultations (the "Projects") for the County. Most services will involve fieldwork both above and belowground, mostly locating, exploring, surveying, excavating and maintaining caves and karst features. Other services that will be provided as needed may include speleological, geological, biological, hydrological, environmental management, archaeological, paleontological, and other related consultation services, as well as collecting field samples of specified materials for study. The Contractor acknowledges that such activities are inherently hazardous and Contractor assumes full responsibility for training, equipment, and safety.

The Project schedule, to include payment rates, specific duties of the Contractor and the schedule of work is attached to this document.

Contractor further agrees that in all such aspects of such work, Contractor shall perform the duties assigned faithfully, intelligently, to the best of his/her/their ability, and in the best interest of the County.

### **1.2.2 Health and Safety**

The Contractor has been hired with the understanding that the Contractor is knowledgeable about and will abide by the requirements of safe cave exploration, survey, excavation, the safety requirements in searching for caves and working in natural environments, and other tasks that may be requested by the County. Agreement of the Contractor to work on a Project or a specific task for a Project shall constitute a statement that the Contractor claims adequate knowledge of the task or subject for its safe execution. Agreement to work on a Project covered by this contract constitutes acceptance of all liability by the Contractor of the risks involved.

The Contractor will not use, sell, transfer, possess, purchase, or be under the influence of illegal drugs while conducting work for the County. The Contractor acknowledges that agreement to this Contract constitutes consent for the inspection of personal possessions for such materials. The Contractor will not be under the influence of alcohol or drugs that may impair the Contractor's skills, performance, and safety while working for the County. A contractor found in violation of the policies in this paragraph, or who refuses to permit an inspection, may be removed from the Project and have this contract terminated.

## **SECTION 2 - CONFIDENTIALITY**

- 2.1 Confidentiality.** Contractor acknowledges and agrees that all financial and accounting records, including amounts paid therefore, client and customer lists, and other County data and information related to its business, including findings, scope, lists of property owned or worked on by County, and other aspects of any information gained through Projects under this contract (hereinafter collectively "Confidential Information") are valuable assets of the County. Except for disclosures required to be made to advance the business of the County and information which is a matter of public record, Contractor shall not, during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of Contractor or any other person, except with the prior written consent of the County. In particular there is a concern with confidentiality of cave, spring, and well locations, since they are environmentally sensitive and even well meaning visitors can have a negative effect, as in the case with archaeological sites. For this reason the specific cave location information will be borrowed from a third party, the Texas Speleological Survey, ([http://www.utexas.edu/tmm/sponsored\\_sites/tss/](http://www.utexas.edu/tmm/sponsored_sites/tss/)), and not owned by either the County or the Contractor.
- 2.2 Return of Documents.** Contractor acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes and other documentation related to the business of the County shall be the sole and exclusive property of the County, and shall be returned to the County upon the termination of this Agreement or upon the written request of the County.
- 2.3 No Release.** Contractor agrees that the termination of this Agreement shall not release Contractor from any obligations under Section 2.1 or 2.2.

### **SECTION 3 - COMPENSATION**



- 3.1 **Compensation.** In consideration of all services to be rendered by Contractor to the County, the County shall pay to the Contractor the sum of \$18,021, and the County shall invoice TPWD to pay the Contractor the sum of \$54,063, for a total sum of \$72,085. Said compensation shall be paid as indicated in the attached project statement form. The Contractor will cover workman's compensation insurance.
- 3.2 **Withholding; Other Benefits.** Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Contractor shall be solely responsible for reporting and paying any such taxes. The County shall not provide Contractor with any coverage or participation in the County's health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, vehicle insurance, or other fringe benefits provided to regular employees. The Contractor will provide coverage under workman's compensation insurance as described in section 3.1
- 3.3 **Expenses.** County shall reimburse Contractor all reasonable and necessary expenses incurred by Contractor in connection with the performance of his duties hereunder, in accordance with the attached project statement.

#### **SECTION 4 - TERMINATION**

- 4.1.1 **Termination at Will.** This Agreement may be terminated by the County immediately, at will, and in the discretion of the President or Vice President of the County. Contractor may terminate this Agreement upon fourteen (14) days written notice to the County. This Agreement also may be terminated at any time upon the mutual written agreement of the County and Contractor. This contract is not invalidated by the Contractor or Subcontractor entering into contractual agreements with other parties, so long as those agreements do not pose conflicts of interest in work performed under this Agreement.

Upon receipt of written notice of termination, stating reasons therefore, the Contractor shall immediately initiate efforts to stop all possible work in progress, including subcontracts. Insofar possible, all ongoing work elements will be brought to a logical termination point. All finished or unfinished documents, data, surveys, drawings, maps, reports, photographs and other materials prepared by the Contractor and all its subcontractors will be delivered to the County and shall become the property of the County. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed in accordance with the provisions of this Agreement prior to its date of termination or termination of the Project.

- 4.2 **Death.** In the event Contractor dies during the term of this Agreement, this Agreement shall terminate, and the County shall pay to Contractor's estate the salary which would otherwise be payable to Contractor.

#### **SECTION 5 - INDEPENDENT CONTRACTOR STATUS**

Contractor acknowledges that he is an independent contractor and is not an agent, partner, joint venturer nor employee of the County. Contractor shall have no authority to bind or otherwise obligate County in any manner nor shall Contractor represent to anyone that it has a right to do so. Contractor further agrees that in the event that the County suffers any loss or damage as a result of a violation of this provision Contractor shall indemnify and hold harmless the County from any such loss or damage. The Contractor agrees to indemnify and hold harmless the County, its subcontractors and agents from each and every claim, suit, demand, or cause of action, and all costs, losses, liabilities, expenses (including attorneys' fees) and judgments incurred in connection therewith, including attorneys' fees and court costs (collectively referred to as "damage"), caused by or arising out of or in connection with acts or operations of the Contractors and its



subcontractors under this Agreement, including any such damage as may be caused by or arise out of the joint negligence of the Contractor and/or any subcontractor and the County. It is expressly understood that the Contractor in no way assumes any responsibility for any damage which is solely the result of the acts or omissions of the County or other Contractors working for the County, or for the liability for any other obligations of the County.

#### **SECTION 6 - REPRESENTATIONS OF WARRANTIES OF CONTRACTOR**

Contractor represents and warrants to the County that there is no employment contract or other contractual obligation to which Contractor is subject, which prevents Contractor from entering into this Agreement or from performing fully Contractor's duties under this Agreement.

#### **SECTION 7 - MISCELLANEOUS PROVISIONS**

- 7.1 The provisions of this Agreement shall be binding upon and inured to the benefit of the heirs, personal representatives, successors and assigns of the parties. Any provision hereof which imposes upon Contractor or County an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Contractor or County.
- 7.2 In the event of a default under this Agreement, the defaulted party shall reimburse the non-defaulting party or parties for all costs and expenses reasonably incurred by the non-defaulting party or parties in connection with the default, including without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the

suit or action, including without limitation, reasonable attorney's fees at the trial level and on appeal.

7.3 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7.4 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Texas.

7.5 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS OUR SIGNATURES, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

COUNTY: Hays County

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

CONTRACTOR: Zara Environmental LLC

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

Read carefully, **type ONLY in spaces provided**; file must be returned electronically to address provided at end of this form. Use Times New Roman font, size 10. **Proposals not following these instructions will be rejected.**

1. **Title:** Hays County karst invertebrate distribution and cave development
2. **Need.** Why, specifically and briefly, is the project being proposed? Reference pertinent literature, including USFWS Recovery Plan, if available.

Hays County is undergoing rapid urbanization, including areas with six federally listed endangered species that rely on the karst aquifer system and 41 other globally imperiled G1/G2 (IUCN rating indicating the species is known from fewer than 5 or fewer than 20 locations or populations) karst species (see Appendix 1). The current state of knowledge of the distribution of Hays County rare karst species is poor, and primarily the product of random cave surveys done by recreational speleologists using inconsistent methods over decades. Currently the County is developing a Regional Habitat Conservation Plan to cover federally listed bird species, and in many cases those species overlap with the range of karst invertebrates. By gaining a better understanding of the distribution and biogeography of the karst invertebrates, the County will have the opportunity to prioritize land for conservation that has both bird and karst taxa as well as aquifer recharge value.

The recovery plan for five listed species associated with San Marcos Springs calls for protecting water quality and flow in the springs (USFWS 1996). These are the San Marcos Gambusia, Fountain Darter, San Marcos Salamander, Texas Blind Salamander, and Texas Wild-rice. The federally listed Comal Springs Riffle Beetle and Comal Springs Dryopid Beetle are known from San Marcos and Fern Bank springs, respectively. Critical habitat for these two species (USFWS 2007) includes high-quality water with no or minimal levels of pollution, with a food supply formed by detritus derived from living and dead plants and animals. Caves and karst features to the west and south of San Marcos contribute to the flow of these springs (Ogden et al. 1986). Any protections given to the caves and karst features that recharge these two springs will benefit the listed species.

Another need for improving our understanding of the distribution of cave limited species stems from the management units that have been established by USFWS for the listed karst invertebrates in Travis, Williamson and Bexar counties (Appendix 2). The management units for these listed species (termed karst zones and karst faunal regions) are based on endemism and hydrogeologic controls on cave formation and have been incorporated into recovery plans for those species (USFWS 1994 and USFWS in prep.). One aspect of these management units has been called into question (White et al. 2001), at least partially based on genetic uniformity of *Cicurina* spiders across hydrogeologic barriers (Paquin and Hedin 2004). An updated approach to creating karst zones and karst faunal regions is needed to validate the karst management units used for sixteen listed karst invertebrates in Travis, Williamson and Bexar counties (Appendix 2).

3. **Objective.** What, exactly, is to be accomplished during the period of the grant pursuant to the stated need? Specify what is to be accomplished given the time, money, and staffing allocated; identify a recognizable end point. Example: "To assess breeding status of Southwestern Willow Flycatchers in Texas over three years." **ONE SENTENCE ONLY.**

To determine the distribution of karst invertebrates in Hays County by sampling caves, and use hydrogeologic evaluations of those caves to establish management units for the species.

4. **Expected Results or Benefits.** What will be the results or benefits of accomplishing the objective? Try to provide quantifiable or verifiable resource benefits.

Increasing the understanding of the distribution of Hays County karst invertebrates and the hydrogeologic controls on those distributions will assist County land managers with prioritizing land for conservation. The field work described below can benefit two listed birds, the golden-cheeked warbler and black-capped vireo (*Dendroica chrysoparia*, *Vireo atricapilla*), by allowing the County to use important karst features as a factor in determining which bird habitat to pursue during implementation of the Hays County Regional Habitat Conservation Plan. Areas that have both bird and karst species as well as recharge features are more valuable and therefore much more likely to be protected in perpetuity.

Based on the paucity of cave biota sampling in the county to date, there is a very high likelihood that new localities will be discovered for the rare karst invertebrates itemized in Appendix 1 and mapped in Appendix 3. Armed with up-to-date lists of localities for rare karst invertebrates, more options for conservation of karst features will be available to the County. This will significantly increase the chances that karst features will be conserved along with bird habitat, which will protect aquifer recharge points that directly impact six federally listed species (Appendix 1).

The analysis of endemism for the rare karst invertebrates and hydrogeological evaluations of the sites in which they occur will help create management units for those species as has been done for listed karst invertebrates in Travis, Williamson and Bexar Counties (Veni 1992, 1994, 2003). In addition to using the methods described for those counties, new endemism analyses will be researched and tested. Research will include gathering information on Parsimony Analysis of Endemism (Rosen 1988) as well as likelihood based methods to determine the advantages and disadvantages the different methods, and compare to methods used by Veni (1992, 1994). The hydrogeological evaluations will provide a general perspective on speleogenesis of each feature and regional cave development in order to guide the creation of species management units. These evaluations will also summarize the recharge value of each feature. This work directly benefits rare species in Hays County, and may help preclude the need for future listing. Indirectly the listed karst invertebrates in other counties whose management units are under scrutiny will be benefited by providing further perspective on karst species biogeography.

5. **Approach.** Number tasks in order of timeline, (e.g., Task 1. Mar-Jun 2008. Samples will be collected, etc.). This section is critical; it allows us to mutually track the deliverables (reports). Focus on how objective will be attained. Do not include reporting as a task here, this will be considered in subsequent documents if project is funded.

Task 1. ~~Sept-Dec 2008~~. Arrange site access for 20 caves in Hays County, with a preference for sampling broadly across karst terranes and in previously unsampled caves.

A data request to the Texas Speleological Survey, a non-profit organization that maintains the most comprehensive database on Texas caves, yielded specific locations and landowner information for 268 caves and karst features located in the Buda Limestone, Georgetown, Edwards, lower Glen Rose and Cow Creek formations. Some of those features have existing biological data associated with them, typically from sporadic collections made by a variety of researchers using inconsistent methods. The karst terranes, generalized caves and karst feature locations, and presence/absence of known rare species are mapped in Appendix 3.

Of these 268 sites, we anticipate obtaining landowner permission to sample 20 sites. An effort will be made to sample sites in all geologic units, sites spread across the county, and sites that are deemed to have been previously sampled inadequately. This will be the best approach for increasing the knowledge of the range of rare species and determining the limits on their distribution. Sampling all of the karst terranes possible will also provide a clearer perspective on the hydrogeology of Hays County's caves.

Task 2. ~~Jan 2009-Apr 2009~~. Field work to sample 20 caves and karst features.

Each site will be visited at least three times in order to increase the likelihood of finding rare species. Three visits are the minimum number required to meet the criteria for performing presence/absence surveys of endangered karst invertebrates (USFWS 2006). All available methods for collecting karst invertebrates will be used, including sticky traps, nets, bottle traps, pitfall traps, bait, Berlese funnels, and hand searching. At least one of these visits will be by a karst hydrogeologist that will make a geological evaluation of the site.

All specific cave location data will be temporarily housed with the private consulting company Zara Environmental LLC therefore will not be available through the Freedom of Information Act. Permanent storage of these sensitive locations will be with the Texas Speleological Survey and available to County officials that are considering land conservation on a need to know basis. Neither the County nor TPWD will be provided with specific cave locations, instead a generalized cave location similar to that shown in Appendix 3 will be provided.

Task 3. ~~May 2009-Sept 2009~~. Curate and identify collected specimens, write up the hydrogeologic evaluations, test the endemism analysis methods, delineate management areas for karst fauna in Hays County.

Specimens will be transferred to glass vials with permanent labels and preliminarily sorted to the most practicable taxonomic level in the laboratory of Zara Environmental LLC. They will be ultimately cataloged and housed in the Texas Memorial Museum or other comparable museum. A summary of taxa from each cave and a biological evaluation of each cave or suites of caves will be written. A summary of the hydrogeology of each site or suites of sites will be written.

An endemism analysis for the cave adapted organisms will be performed. Several methods will be researched, including a Parsimony Analysis of Endemism (Rosen 1988) as well as likelihood based methods to determine the advantages and disadvantages the different methods, and compare to methods used by Veni (1992, 1994). The results of this endemism analysis, combined with observations of hydrogeologic history that may lead to vicariant events, will be used to create maps of karst management units.

**Approach (continued, if necessary):**

**\*\*IMPORTANT, NEW TIMELINE\*\***

Dec 08: interlocal gets signed between Tpwd and Hays County  
Jan 09: contract is awarded between Hays County and Zara  
Feb 09 - Feb 10: Zara performs work and gets report to Hays Co for review  
March 10: Hays Co reviews report  
April 10: Hays Co submits report to tpwd.

If this schedule was reached, the billing to Hays Co (from Zara) would be, more or less:

\$4,500 April 09  
\$4,500 July 09  
\$4,500 Nov 09  
\$4,521 Feb 10

For a Total match of \$18,021.

Also, Hays County would need to bill the appropriate federal portion to TPWD, as indicated below.



6. **Ethical treatment of animals.** To comply with Laboratory Animal Welfare Act of 1966 ("Act," Public Law 89-544, as amended, 7 U.S.C. 2131 *et seq.*) pertaining to the care, handling, and treatment of warm blooded animals (i.e., some mammals, as defined below) held for research, teaching, or other activities supported by award assistance, TPWD is required to evaluate proposals on the basis of whether handling or care of wild animals is necessary and whether any harm may come to them during that time. For Section 6 Research projects these concerns typically come in to play when such animals are trapped, as for marking or tissue sampling. "Animal" as defined under the Act (Sec. 1.1): Animal means any live or dead dog, cat, nonhuman primate, guinea pig, hamster, rabbit, or any other warm-blooded animal, which is being used, or is intended for use for research, teaching, testing, experimentation, or exhibition purposes, or as a pet. **This term excludes:** Birds, rats of the genus *Rattus* and mice of the genus *Mus* bred for use in research, and horses not used for research purposes and other farm animals, such as, but not limited to livestock or poultry, used or intended for use as food or fiber, or livestock or poultry used or intended for use for improving animal nutrition, breeding, management, or production efficiency, or for improving the quality of food or fiber. With respect to a dog, the term means all dogs, including those used for hunting, security, or breeding purposes.

If the proposal you are preparing for submission does not involve animals in this regard then simply check N/A under this section. Otherwise, you will need to carefully review and submit proof of compliance with the Act's "Code of Federal Regulations, Title 9, Chapter 1, Subchapter A - Animal Welfare" (<http://www.nal.usda.gov/awic/legislat/usdaleg1.htm#doctop>).

☒ Check if this section **not applicable** to your proposal.

7. **Location.** Brief description of where the work will be done, including any pertinent geographical data (e.g., county, township, municipality, state, country). It might be helpful to provide a map of location, as an Attachment.

Site name, or street address: Zara Environmental LLC, 118 W. Goforth Rd., Buda, TX, 78610

County, municipality, township: Hays County

State: TX

Country: USA

8. **Project Personnel.** Provide mail addresses, telephone numbers and email addresses of key project personnel and cooperators. Continue on next page if necessary.

Jeff Hauff (Hays County representative, project administration, coordination of matching funds from Hays County) (RRS)

Grants Administrator  
Hays County Courthouse  
111 East San Antonio Street, Ste. 303  
San Marcos, Texas 78666  
ph 512-393-2209  
fx 512-393-2228  
richard@co.hays.tx.us

Jean K. Krejca, Ph.D. (principal investigator and lead biologist) (JKK)  
Zara Environmental LLC  
118 W. Goforth Rd.  
Buda, TX 78610  
512-294-8636  
jean@zaraenvironmental.com

**Project Personnel (continued, if necessary):**

Marcus O. Gary (lead hydrogeologist) (MOG)  
Zara Environmental LLC  
118 W. Goforth Rd.  
Buda, TX 78610  
512-470-8029  
marcus@zaraenvironmental.com

G. Robert Myers (principal biologist) (GRM)  
Zara Environmental LLC  
118 W. Goforth Rd.  
Buda, TX 78610  
512-295-5333  
rob@zaraenvironmental.com

Peter S. Sprouse (principal biologist) (PSS)  
Zara Environmental LLC  
118 W. Goforth Rd.  
Buda, TX 78610  
512-295-5333  
peter@zaraenvironmental.com

Krista M. McDermid (assistant biologist) (KMM)  
Zara Environmental LLC  
118 W. Goforth Rd.  
Buda, TX 78610  
512-295-5333  
Krista@zaraenvironmental.com

George Veni, Ph.D. and P.G. (geologist) (GV)  
Executive Director  
National Cave and Karst Research Institute  
1400 Commerce Dr.  
Carlsbad, New Mexico 88220 USA  
gveni@nckri.org

Bev Shade, P.G. (geologist) (BS)  
Zara Environmental LLC  
118 W. Goforth Rd.  
Buda, TX 78610  
512-295-5333  
bev@zaraenvironmental.com

9. **Landowner Permission.** Section 6 monetary awards originate from federal sources; however, they are managed through state contracts with grantees. Therefore, any work to be performed on private lands in Texas using these funds requires, as a matter of TPWD policy, that grantees secure written permission from the private landowner(s) for the purposes of (i) access to the land, and (ii) use of data collected on that land. Under this section of your proposal indicate whether your project will involve private lands in this way. If no such action is to be anticipated then write N/A under this section (Note: if such action becomes necessary after this proposal has been selected for award, then documentation, as specified below, will have to be obtained prior to initiation of the project). If such action is to be anticipated then provide documentation (as an attachment), signed and dated by landowner(s), which demonstrates they have read, understood, and agreed to your proposal, and that they will grant access to the land to specified individuals and grant permission to use data obtained from the project for scientific and/or environmental consultation purposes (e.g., reports, maps, databases).

☐ Check if this section **not applicable** to your proposal.

SEE ATTACHMENT A

10. **Estimated Cost.**

- On the following page(s), in table provided, type in costs per year required to attain the Objective using the proposed Approach.
- Place dollar amounts into three columns, **Federal Request**, **Match** (= applicant share: consisting of non-federal cash or in-kind goods and services), and **Total** (sum of other two). Also provide column grand totals across project year(s) (see Total Costs below).
- Total Match must equal at least 25% of Total Project Cost for entire project. For Match items applicants may be required to provide commitment letters (as Attachments) detailing verifiable monetary valuations.
- Use the following cost categories, as applicable:
  - a. **Personnel:** List names of all individuals or agencies collaborating on project along with personnel/agency titles, estimated hours on project, and rates per hour. Do not include third-party contractors (separate item below).
  - b. **Travel:** Lodging, mileage, meals, per diem (as appropriate) per individual.
  - c. **Equipment:** capital expenses for equipment to be used for project.
  - d. **Supplies:** costs for routine items needing replenishment throughout project.
  - e. **Contractual:** expenses for services under contract with third parties, list names and contact information.
  - f. **Fringe Benefits:** additional personnel costs, including FICA, Retirement, Insurance, etc.
  - g. **Indirect Charges:** institutional administrative overhead, include rate as a percent. **IMPORTANT - new for this year:** dollar value for Indirect Charges assigned to Federal Share column cannot exceed 15% of that column's total.
  - h. **Other:** Items not listed above. Itemize and include justification.
  - i. **Total Costs:** sum of Federal and sum of Match, these added together equals Total Project Cost. Total Match should equal at least 25% of Total Project Cost.

Estimated Cost; use next page, if necessary. Begin with Year 1, if multi-year project.

[illegible]



**11. Literature Cited.** Type information below, as needed.

Ogden, A, R. Quick and S. Rothermel. 1986. Hydrochemistry of the Comal, Hueco, and San Marcos springs. In *The Balcones Escarpment*, Abbott, P. and C. Woodruff. San Antonio: Geological Society of America.

Paquin, P., and M. Hedin. 2004. The power and perils of 'molecular taxonomy': a case study of eyeless and endangered *Cicurina* (Araneae: Dictynidae) from Texas caves. *Molecular Ecology* 13 (10): 3239-3255.

Rosen, B.R. 1988. From fossils to earth history: applied historical biogeography. Pages 437-481 in: Myers A.A. and P.S. Giller, (eds.), *Analytical biogeography*. Chapman and Hall, London, p. 437-481.

USFWS (U.S. Fish and Wildlife Service). 1994. Recovery plan for endangered karst invertebrates in Travis and Williamson Counties. Austin, Texas.

USFWS (U.S. Fish and Wildlife Service). 1996. Recovery plan, San Marcos & Comal Springs & associated Aquatic Ecosystems. Austin, Texas.

USFWS (U.S. Fish and Wildlife Service). 2006. USFWS Section 10(a)(1)(A) Scientific Permit Requirements for Conducting Presence/Absence Surveys for Endangered Karst Invertebrates in Central Texas.

USFWS (U.S. Fish and Wildlife Service). 2007. Designation of critical habitat for the Peck's Cave Amphipod, Comal Springs Dryopid Beetle, and the Comal Springs Riffle Beetle. *Federal Register* vol. 72, no. 136.

USFWS (U.S. Fish and Wildlife Service). In prep. Recovery plan for endangered karst invertebrates in Bexar County. Austin, Texas.

Veni, G. 1992. Geologic controls on cave development and the distribution of cave fauna in the Austin, Texas, region. Report for U.S. Fish and Wildlife Service, Austin, Texas.

Veni, G. 1994. Geologic controls on cave development and the distribution of endemic cave fauna in the San Antonio, Texas, region. Report prepared for Texas Parks and Wildlife Department and U.S. Fish and Wildlife Service.

Veni, G. 2003. Delineation of Hydrogeologic areas and zones for the management and recovery of endangered karst invertebrate species in Bexar County, Texas. Report for U.S. Fish and Wildlife Service, Austin, Texas, prepared by George Veni and Associates, San Antonio, Texas. Dated 23 December 2002 with minor revisions submitted 12 April 2003.

White, K., S.W. Carothers, C. Berkhouse. 2001. The Karst Fauna Region Concept and Implications for Endangered Karst Invertebrate Recovery in Bexar County, Texas. Pages 148-153 in Editors. *Proceedings of the National Cave and Karst Management Symposium*.

**12. Attachments.** Include all maps, figures, letters of commitment, etc., only if essential to proposal and which can be attached electronically (total file size must be 2 Mb, or less).**Other relevant information:**

- Electronic address for submission of all proposal materials is: [craig.farquhar@tpwd.state.tx.us](mailto:craig.farquhar@tpwd.state.tx.us)



- **This completed form, attachments, and all other Proposal requirements, must be received by end of business (5 pm), November 15, 2007. All submissions after this time will not be accepted.**

***Subdivision/Road/Staff Review Agenda Item Request Form***

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Discussion and possible action to approval the purchase of four speed cushions from CenterLine Supply for the Road & Bridge Department for traffic calming measures on county roads in the amount of \$5,250.

<b>CIRCLE ONE ACTION ITEM</b>	<b>Subdivision</b>	<b>Road</b>	<b>Staff Recommendation</b>
-------------------------------	--------------------	-------------	-----------------------------

**PREFERRED MEETING DATE REQUESTED:** January 27, 2009

**AMOUNT REQUIRED:** \$5,250.00

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 03-438-5719

**REQUESTED BY:** Jerry Borcharding

**SPONSORED BY:** Commissioner Ingalsbe

**SUMMARY:**

These devices will help with traffic calming needs on Old Bastrop Hwy, CR 266 between Hwy 80 and Hwy 21. This section of Old Bastrop Hwy is being used as a fast shortcut by the public and is getting to be a hazard for the residents that live on this stretch of road.

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**

## San Antonio Quote

Centerline Supply, LTD.  
 1731 S. San Marcos Bldg 932  
 San Antonio, Texas 78207  
 Phone (210) 224.4600  
 Fax (210) 224.4609



TO: Tim Vandevorde  
 COMPANY: Hays County Road and Bridge  
 FAX NUMBER: 512-393-7393  
 PHONE NUMBER: 512-393-7385

RE: Traffic Cushion Quote

1/08/09 FOB Hays County R&B.

QTY	UNIT	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION
4	ea		6.25X6.5' Rubber Speed Cushions w/Arrows. Includes 2 "Speed Bump Ahead" Signs, 2 "Speed Bump" Signs, 4 Posts, Sockets, Wedges, and 4 Pr 2 3/8" Sign Clamps.	\$1,312.50	\$5,250.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
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					\$0.00
					\$0.00
					\$0.00
APPLICABLE TAXES NOT INCLUDED IN TOTAL				<b>TOTAL</b>	<b>\$5,250.00</b>
Rob Richardson					
<b>PROPOSAL GOOD FOR 30 DAYS</b>					

*Agenda Item*



**CenterLine Supply®**

"Suppliers of Signs & Traffic Safety Products"

**San Antonio**

**FACSIMILE TRANSMITTAL SHEET**

TO: Severa	FROM: Rob Richardson
COMPANY: Hays County Road & Bridge	DATE: 12/1/08
FAX NUMBER: 512-393-7393	TOTAL NO. OF PAGES INCLUDING COVER:
PHONE NUMBER: 512-393-7385	SENDER'S REFERENCE NUMBER:
RE: Speed Cushion Quote	YOUR REFERENCE NUMBER:

☐ URGENT    ☐ FOR REVIEW    ☐ PLEASE COMMENT    ☐ PLEASE REPLY    ☐ PLEASE RECYCLE

**NOTES/COMMENTS:**

Severa,

Attached is a drawing of the Speed Cushion configuration we discussed. I can supply 4 cushions as shown, 2 Advance warning signs (Speed Hump Ahead 30"X30" PRIF), 2 warning signs (Speed Hump 30"X30" PRIF), 4 12' galv. 2 3/8" posts with sockets and wedges and 4 pairs 2 3/8" sign clamps for \$5250.00. I will dedicate a day to instructing and assisting with the installation. This is the delivered price.

03-438-5719

The other option is to do 2 Speed Tables which would be a solid tables Apprx 18.75' Wide and 6.5' Deep. This would span the width of the road in both locations while leaving the edges for drainage. I can do this set-up for \$7650.00 delivered (All signs and hardware stated above).

Please feel free to call me with any questions.

Thanks,

*210-557-3867*

Rob Richardson  
Centerline Supply San Antonio  
210-224-4600



1731 S. San Marcos Street, Bldg. #932  
San Antonio, TX 78207  
210-224-4600 • 866-407-4600 • Fax 210-224-4609  
www.CenterLineSupply.com




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Guest

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- Reduce speeds and alert motorists to potential hazards
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- Long lasting and environmentally friendly
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- Rubber humps adapt to uneven surfaces
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- Shipped from stock

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## Product Information

Installation Instructions (PDF)

Forward to Colleague

Print version

Ask about this item

Qty	Model #	Description	Dimensions	Weight	Price
	06HJ1282	Speed Hump	35.6" l x 18.6" w x 2" h	34 lbs	\$428.85 \$108.85 ea
	06HJ1283	End Cap	35.6" l x 8" w x 2" h	16 lbs	\$68.85 \$48.85 ea

+ shipping

## Related Products

From \$28.85	From \$18.85	From \$12.85	From \$12.88
2 Foot Traffic Calming Speed Hump	Caution Speed Hump Sign	Safety Striped Speed Bumps	Yellow Rubber Speed Bumps

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E-Code: 

Guest

58 | \$5,833.30

## Shopping Cart

Qty	Model #	Description	Usually Ships In	Unit Price	Price	Remove
50	06HJ1282	3 Foot Traffic Calming Speed Hump Speed Hump	2 Weeks	\$108.85 ea	\$5,442.50	<input type="checkbox"/>
8	06HJ1283	3 Foot Traffic Calming Speed Hump End Cap	2 Weeks	\$48.85 ea	\$390.80	<input type="checkbox"/>
					Subtotal	\$5,833.30

Checkout Options

## Related Products

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2 Foot Traffic Calming Speed Hump	Caution Speed Hump Sign	Safety Striped Speed Bumps	Yellow Rubber Speed Bumps

Barriers, Barricades & Crowd Control

Benches

Building Maintenance

Mats & Flooring

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Barco SuperSaver \$

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Registered Customer Checkout

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Sullivan Rectangular Wood Picnic Table

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- MicroPro™ treated #1 Southern Yellow Pine
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6' Imperial Backless Bench

- Engineered for strength and durability
- Completely weather and insect resistant

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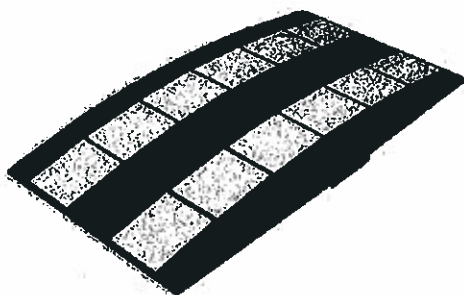
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Parking lots are much safer when traffic moves slowly. SAFETY RIDER™ Speed Humps help reduce vehicle speeds — and accidents!

- High-impact speed hump is made of new and recycled rubber for durability, even under heavy traffic
- Embedded reflective tape increases visibility, during the day or at night
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Product Specifications	Technical Information	Warnings & Restrictions
<p>Dimensions: 19.5" L x 35.5" W x 2.1" H</p> <p>Sold as: 1 each</p> <p>Color: Black &amp; Yellow</p> <p>Composition: Recycled tires</p> <p>Recycled Content: 100% Post-Consumer Recycled Rubber</p> <p>Weight: 44 lbs.</p> <p># per Pallet: 25</p> <p>Dimensions (Opening): 1.25" W x 1.25" H</p> <p>Includes: 6 - .5" Dia. x 5.5" H Lag Bolts</p>		



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Cart 1 Items \$7,600.00

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Item #	Qty	Description	In Stock	Ships Within	Unit Price	Total Price	Remove
PLS1044	50	SAFETY RIDER™ Speed Hump modular system, 1 section only	N	24 Hours	\$152.00	\$7,600.00	

Item# Qty Add to Cart

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**PRODUCT SUBTOTAL: \$7,600.00**  
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## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

#### **AGENDA ITEM:**

**08-3-66 Burnett Ranch Section 1A Tract 3- Consider approval of the conveyance of a portion of Tract 3 via a metes and bounds description without revision of the plat, pursuant to Section 232.010 of the Texas Local Government Code.**

#### **TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: January 27, 2009**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Garza**

**SPONSORED BY: Conley**

#### **SUMMARY:**

**Burnett Ranch Section 1 is a Subdivision located in Precinct 3. When it was originally platted (1972) there were 46 lots on the document today the appraisal district shows about 77. This portion of tract-3 was divided and sold by metes and bounds description/warranty deed. The original division took place the first time in 1983, and the current owner purchased the property in 2008. The owners are asking for a variance from platting under Section 232.010 of the Texas Local Government Code. The language in that section of the code is as follows:**

**§ 232.010. EXCEPTION TO PLAT REQUIREMENT: COUNTY DETERMINATION. A commissioners court of the county may allow conveyance of portions of one or more previously platted lots by metes and bounds description without revising the plat.**

**Added by Acts 1989, 71st Leg., ch. 345, § 7, eff. Aug. 28, 1989.**

**The property in question would have met all rules and requirements at the time of original division and furthermore meets all current subdivision regulations. Lots will be served by individual wells and OSSF's. It is not in the portion of any ETJ.**

**9.993 ACRES OF LAND**  
**OUT OF TRACT 3, BURNETT RANCH, SECTION 1,**  
**A SUBDIVISION IN HAYS COUNTY, TEXAS**

BEING A TRACT OR PARCEL CONTAINING 9.993 ACRES OF LAND OUT OF TRACT 3, BURNETT RANCH, A SUBDIVISION OF RECORD IN VOLUME 1, PAGES 177-178, PLAT RECORDS OF HAYS COUNTY, TEXAS; BEING THAT SAME CALLED 10.000 ACRE TRACT (HAYS COUNTY PROPERTY IDENTIFICATION NUMBER R22380) CONVEYED TO THE VETERANS LAND BOARD OF THE STATE OF TEXAS BY WARRANTY DEED DATED DECEMBER 2, 1983 AND RECORDED IN VOLUME 408, PAGE 163, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 9.993 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS ARE REFERENCED TO SAID TRACT 3, BURNETT RANCH SUBDIVISION):

**BEGINNING**

at a 1/2-inch iron rod found in the northeast line of Sandy Point Road (road easement being 50 feet wide per plat) and marking the east corner of Tract 3 and the herein described tract;

**THENCE**

with the east line of said Tract 3, the following two (2) courses and distances:

- (1) South 32°17'51" West, a distance of 789.32 feet to a 1/2-inch iron rod found marking the west corner of Tract 1, Burnett Ranch and a reentrant corner of the herein described tract;
- (2) South 04°49'30" West, a distance of 317.77 feet to a 1/2-inch iron rod found marking the south east corner of the herein described tract;

**THENCE**

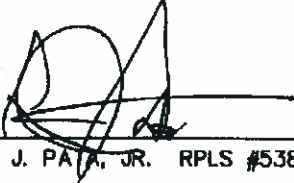
entering and crossing said Tract 3, the following two (2) courses and distances:

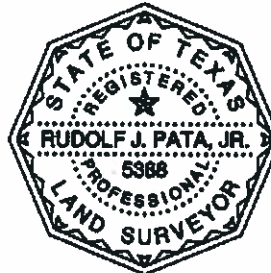
- (1) North 89°25'15" West, a distance of 413.90 feet to a 1/2-inch iron rod found marking the southwest corner of the herein described tract;
- (2) North 20°50'57" East, at 1212.90 feet passing a 1/2-inch iron rod found in the south line of said Sandy Point Road, continuing for a total distance of 1262.45 feet to a 1/2-inch iron rod found in the north line of Sandy Point Road and Tract 3 and marking the north corner of the herein described tract;

**THENCE**

South 64°09'00" East (bearing basis per plat), with said northeast line of Sandy Point Road and Tract 3, a distance of 458.96 feet to the POINT OF BEGINNING and containing 9.993 acres of land.

1/5/09  
DATE

  
RUDOLF J. PATA, JR. RPLS #5388



Page 1 of 1

**Driftwood Surveying**  
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P.O. Box 379  
Wimberley, TX 78678  
TEL (512) 847-7222 FAX (512) 847-7372  
www.driftwoodsurveying.com

**METES AND BOUNDS**

9.993 ACRES OF LAND OUT OF TRACT 3,  
BURNETT RANCH, SECTION 1, A SUBDIVISION IN  
HAYS COUNTY, TEXAS

**ADDRESS**

SANDY POINT ROAD, WIMBERLEY, TEXAS

**PREPARED FOR:**

A. LUCIGNANI

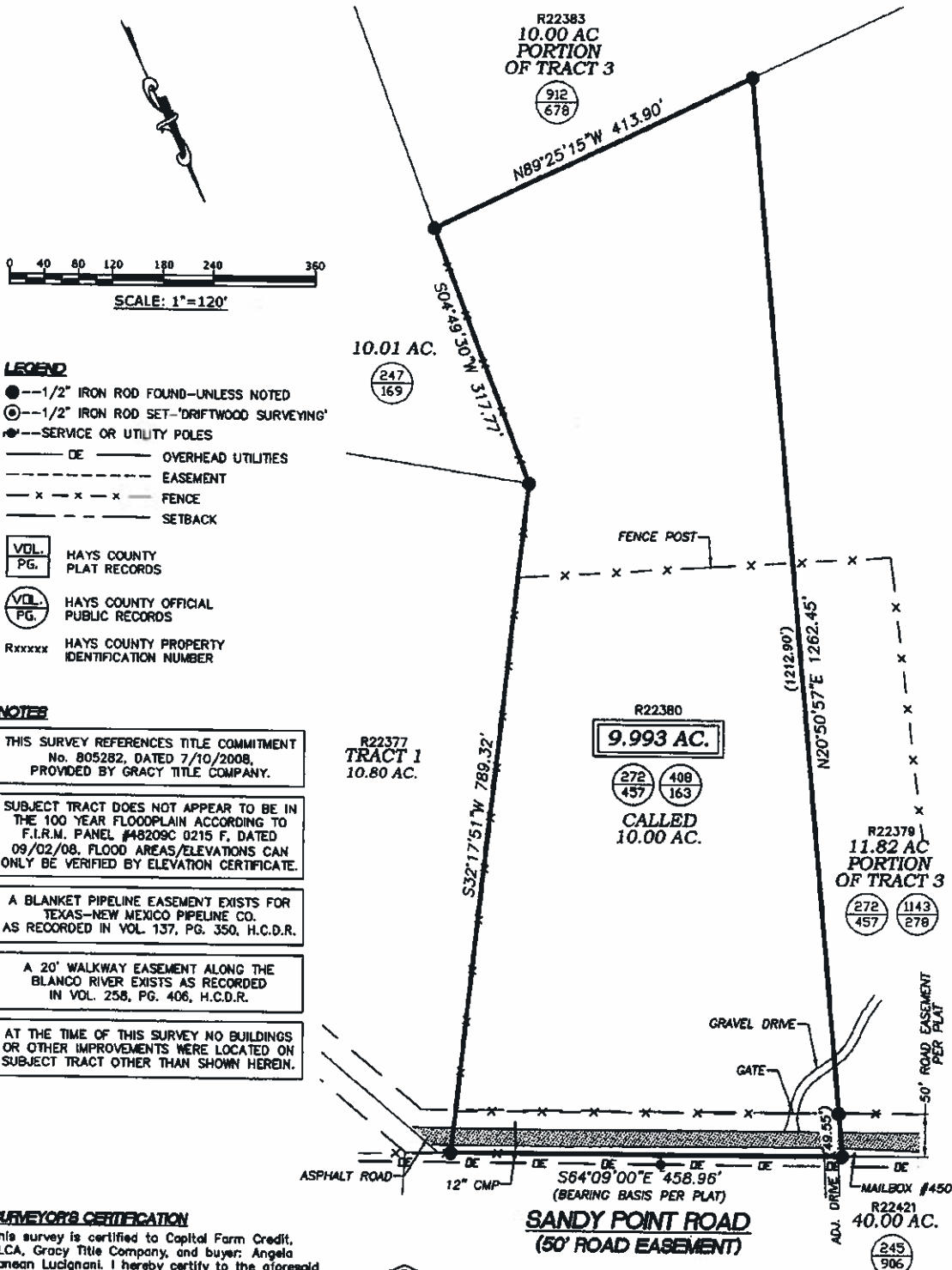
**TITLE CO. FILE NO.** 805282

**COMMITMENT NO.** 805282

**DATE** 01-05-09

**PROJECT NO.** HC15508

**9.993 ACRES OF LAND**  
**OUT OF TRACT 3, BURNETT RANCH, SECTION 1,**  
**A SUBDIVISION IN HAYS COUNTY, TEXAS**  
**VOLUME 1, PAGES 177-178, HAYS COUNTY PLAT RECORDS**



- LEGEND**
- -- 1/2" IRON ROD FOUND--UNLESS NOTED
  - ⊙ -- 1/2" IRON ROD SET--"DRIFTWOOD SURVEYING"
  - ⋄ -- SERVICE OR UTILITY POLES
  - DE — OVERHEAD UTILITIES
  - - - EASEMENT
  - x - x - x - FENCE
  - - - SETBACK
- VOL. PG.** HAYS COUNTY PLAT RECORDS
- VOL. PG.** HAYS COUNTY OFFICIAL PUBLIC RECORDS
- Rxxxxx HAYS COUNTY PROPERTY IDENTIFICATION NUMBER

**NOTES**

THIS SURVEY REFERENCES TITLE COMMITMENT No. 805282, DATED 7/10/2008, PROVIDED BY GRACY TITLE COMPANY.

SUBJECT TRACT DOES NOT APPEAR TO BE IN THE 100 YEAR FLOODPLAIN ACCORDING TO F.I.R.M. PANEL #48209C 0215 F, DATED 09/02/08. FLOOD AREAS/ELEVATIONS CAN ONLY BE VERIFIED BY ELEVATION CERTIFICATE.

A BLANKET PIPELINE EASEMENT EXISTS FOR TEXAS-NEW MEXICO PIPELINE CO. AS RECORDED IN VOL. 137, PG. 350, H.C.D.R.

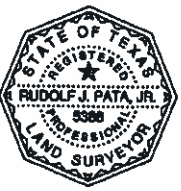
A 20' WALKWAY EASEMENT ALONG THE BLANCO RIVER EXISTS AS RECORDED IN VOL. 258, PG. 406, H.C.D.R.

AT THE TIME OF THIS SURVEY NO BUILDINGS OR OTHER IMPROVEMENTS WERE LOCATED ON SUBJECT TRACT OTHER THAN SHOWN HEREIN.

**SURVEYOR'S CERTIFICATION**

This survey is certified to Capital Farm Credit, FLCA, Gracy Title Company, and buyer: Angela Janean Lucignani. I hereby certify to the aforesaid parties, as of the date set forth below that a careful survey was made on the ground, under my supervision, of the tract of land described hereon, and that said survey substantially complies with the current Texas Society of Professional Surveyors Standards & Specifications for a Category 1a, Condition III Land Survey, and that said property has abutting access to and from a public roadway.

DATE: 7/22/08  
 RUDOLF J. PATA, JR. TX. RPLS #5388



<b>Driftwood Surveying</b> Professional Land Surveyors - Surveying the Hill Country		DATE: 7/22/08 FIELD CREW: RC/EG DRAWN: DGB CHECKED: RJP PROJ. NO.: HCL5508 DWS. NAME: TITLE
P.O. Box 379 Wimberley, TX 78678 PH. (512) 847-7222 FAX (512) 847-7372		REVISIONS:      DATE:
<b>9.993 ACRES OF LAND</b> <b>OUT OF TRACT 3, BURNETT RANCH, SEC. 1</b> <b>A SUBDIVISION IN HAYS COUNTY, TEXAS</b>		
CLIENT:	LUCIGNANI	
Page 1 of 1		© 2008 ALL RIGHTS RESERVED

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Discussion and possible action to direct and/or provide direction for Hays County's recycling program.

**CHECK ONE:**      ☐ CONSENT      ☒ ACTION      ☐ EXECUTIVE SESSION  
                         ☐ WORKSHOP      ☐ PROCLAMATION      ☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED:** January 27, 2009

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY:** SUMTER

**SUMMARY:** Presentation by Jerry Pinnix and Greg Tvrdik. See attached.



## RECYCLING UPDATE

January 2009

At this time the recycling market has taken a downturn and we are receiving quite a bit less for our recycled products. This is a worldwide problem and not just local. Following are the prices we were and are receiving for goods sold.

	<u>Previously</u>	<u>Currently</u>
Cardboard	\$100.00 per ton	\$5.00 per ton.
Plastic # 1	\$225.00 per ton	\$0.00 per ton
Plastic #2	\$340.00 per ton	\$0.00 per ton
Aluminum cans	\$0.80 per pound	\$0.10 per pound
Scrap metal	\$3.00 per 100 pounds	\$1.00 per 100 pounds
Newspaper	\$25.00 per ton	\$25.00 per ton

An example of our unbalanced costs, expenditure by the county of \$5.00 to make a bale of cardboard and we are only able to sell it for \$2.50. This does not take into consideration employee's time to make the bale or the time and fuel costs associated with delivering these bales to a vendor.

It is my opinion that we continue recycling, stockpiling product, and keep an eye on the international markets associated with the industry. It will require some deliveries of baled products due to limited storage space.

## *Agenda Item Request Form*

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Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Discussion and possible action to approve a \$2000.00 local contribution to CAMPO's FY2009 STP MM Programs and Projects.**

**CHECK ONE:**      ☐ **CONSENT**      ☒ **ACTION**      ☐ **EXECUTIVE SESSION**  
☐ **WORKSHOP**      ☐ **PROCLAMATION**      ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: January 27, 2009**

**AMOUNT REQUIRED: \$2000.00**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: SUMTER**

**SUMMARY: Please see attached.**

**CAMPO**Capital Area Metropolitan Planning Organization

---

December 30, 2008

**INVOICE**

The Honorable Liz Sumter  
Hays County  
111 East San Antonio Street  
San Marcos, Texas 78666

**RECEIVED**  
12-31-09**AMOUNT AND PURPOSE**

**\$2,000** for local contribution to CAMPO's FY 2009 STP MM Programs and Projects, which are listed below:

- **Air Quality Emissions Analysis** - Conduct transportation conformity type emissions analyses of the alternative and final transportation network scenarios developed for the *2035 Plan* and emissions analyses of off-model transportation emission reduction measures.
- **Air Quality Education, Outreach and Voluntary Emissions Reduction Program** - Design, implement and evaluate air quality education outreach and support programs that encourage voluntary emission reduction measures by citizens, businesses, government and educational institutions.
- **Commute Solutions** - Planning and promotion of commute alternatives to reduce congestion and emissions including Commute Solutions website training.
- **Digital Aerial Photographs** - Contribute to the purchase of aerial photographs in the five-county Metropolitan Statistical Area
- **Modeling best practices** - Review of the 2005 base year model (model steps, roles of involved parties, etc.)
- **Model Improvements** - Implement necessary changes uncovered during the peer review process and implement updates from technological improvements
- **Public Outreach Program** - Improving public outreach and visualization efforts throughout the CAMPO region (largely in conjunction with the *2035 Plan* initiative)

**PLEASE REMIT TO:**

Capital Area Metropolitan Planning Organization (CAMPO)  
Attention: Joseph Cantalupo, Executive Director  
P.O. Box 1088  
Austin, Texas 78767 - 1088

Thank you for your organization's support of these important regional programs and projects.

## *Agenda Item Request Form*

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Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Discussion and possible action to appoint a 'small city' representative and an alternate to CAMPO.**

**CHECK ONE:**      ☐ CONSENT      ☒ ACTION      ☐ EXECUTIVE SESSION  
                         ☐ WORKSHOP      ☐ PROCLAMATION      ☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED: January 27, 2009**

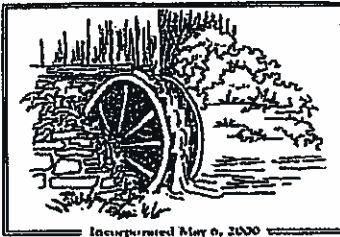
**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: SUMTER**

**SUMMARY:** Only the City of Kyle and the Village of Wimberley responded with a recommendation – Mayor Gonzales. I have received an email from Mayor Whitehead and she has asked that her name be removed from the list. She has decided not to run for re-election in May and therefore would not be interested in either appointment. The Village of Wimberley is recommending Bob Flocke as an alternate.



# City of Wimberley

12111 Ranch Road 12, P.O. Box 2027, Wimberley, Texas, 78676

Phone: (512) 847-0025 - Fax: (512) 847-0422

E-mail: [village@wimberley-tx.com](mailto:village@wimberley-tx.com) - Web: [www.vil.wimberley.tx.us](http://www.vil.wimberley.tx.us)

Tom Haley, Mayor - Bob Flocke, Mayor Pro-Tem

Council Members - Charles Roccaforte, Jeri Xiques, Steve Thurber, Dick Larson  
Don Ferguson, City Administrator

January 20, 2009

The Honorable Liz Sumter  
Hays County Judge  
111 E. San Antonio Street, Suite 300  
San Marcos, TX 78666

Dead Judge Sumter:

I am writing this letter to notify you that on January 15, 2009, the Wimberley City Council voted unanimously to recommend the appointment of Kyle Mayor Mike Gonzales as the Small City Delegate from Hays County on the Capital Area Metropolitan Planning Organization (CAMPO) Board. In addition, the City Council voted to recommend Wimberley Mayor Pro-tem Bob Flocke as the Alternate Small City Delegate for Hays County on the CAMPO Board.

Please let me know if you have any questions or need further information.

Sincerely,

Tom Haley  
Mayor



MAYOR MIKE GONZLAEZ  
KYLE, TEXAS

*January 19<sup>th</sup>, 2009*

Honorable County Judge Sumter:

Yes - In response to your letter dated January 7<sup>th</sup>, 2009, I do have interest in continuing to serve Hays County as a CAMPO board member.

While I humbly appreciate any consideration from both the commissioners and yourself, I feel I must respond to two issues that have arisen during this process. One is the inclusiveness of the selection process and second is the experience required for the "small city" representative to CAMPO.

I was greatly relieved to see the court eventually adopted a more inclusive process for selecting this appointment. Not for the sake of my continued service on the Board, but to insure integrity in the process and in keeping with the spirit of why this position was originally created. As is known, when the CAMPO Board was reorganized, a "small city" representative was created for each of the member counties. This was effectively designed so that the people living in these communities could have a voice in regional transportation development and in the local distribution of federal transportation funding. Anything short of an inclusive process would only serve to alienate the very citizens this appointment was created to represent.

On experience - Based on comments, it appears some have advanced the argument that an appointee does not necessarily need to have experience in developing and implementing major transportation projects. I believe such an argument is flawed. Developing major transportation projects is the very business conducted by CAMPO; consequently, it should not be considered an entry-level appointment. Both former Mayor Trube and I had significant experience in dealing with major mobility projects and working with TxDOT to successfully complete these projects prior to serving on CAMPO. I feel that the best interest of Hays County citizens can only be achieved by appointing representatives possessing this level of experience.

Again, I greatly appreciate any consideration for my continued service and re-submit to you the December 23<sup>rd</sup> letter supporting my reappointment from five Hays County mayors. I feel that this letter of support signifies the spirit of collaboration between cities that is required to make the appointee a successful CAMPO Board Member representing the citizens of Hays County.

I look forward to the three Hays County CAMPO representatives working together to solve our transportation issues.

Very truly yours,

A handwritten signature in dark ink, appearing to read "M. Gonzalez", is written over a light blue horizontal line.

Mayor Mike Gonzalez

cc: Commissioner's court



## *Agenda Item Request Form*

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9:00 a.m. Every Tuesday

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no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Discussion and possible action to authorize funding for additional applicants under the County Community and Social Service agency grant program.**

**CHECK ONE:**      ☐ **CONSENT**      ☒ **ACTION**      ☐ **EXECUTIVE SESSION**  
☐ **WORKSHOP**      ☐ **PROCLAMATION**      ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: January 27, 2009**

**AMOUNT REQUIRED: TBD**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 01-407-5810**

**REQUESTED BY: Hauff**

**SPONSORED BY: Sumter**

**SUMMARY:**

During an August 8, 2008 workshop, the Commissioners Court reviewed and allocated funding to Community and Social Service agencies based upon a formal application process for this funding. Two additional agencies have recently requested funds through the grant application process set up for this program. A portion of the funds made available through the program was reserved during the budget process under the above line item for such additional requests. A committee established during review of the initial applications will provide recommendations to the Court for the current requests.

# Agenda Item Routing Form

**DESCRIPTION OF Item:** Authorize funding for additional applicants under the County Community and Social Service agency grant program. We have two agencies requesting funding - Big Brothers/Big Sisters of Central Texas and Prevent a Litter (PALS). The same committee that reviewed the initial proposals during the budgeting process has reviewed these, and will provide recommendations to the Court on the level of funding. BBBS has requested \$5000, and PALS has requested \$21,100. Obviously, the latter will not be recommended for this amount.

**PREFERRED MEETING DATE REQUESTED:** January 27, 2008

## COUNTY AUDITOR

*Typically Requires 1 Business Day Review*

**AMOUNT AND FUND LINE ITEM NUMBER \$TBD** 01-407-5810

**COUNTY PURCHASING GUIDELINES FOLLOWED:** \_\_\_N/A\_\_\_

**PAYMENT TERMS ACCEPTABLE:** \_\_\_N/A\_\_\_

**COMMENTS:**

Bill Herzog

## SPECIAL COUNSEL

*Typically Requires 9 Business Day Review*

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:**

## COMMISSIONERS' COURT

**APPROVED/DISAPPROVED AND DATE:** \_\_\_\_\_

## COUNTY JUDGE

*Signature Required if Approved*

**DATE CONTRACT SIGNED:** \_\_\_\_\_

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Discussion and Possible action to appoint Grant Sibley to the Hays County EDS#3 to replace outgoing member-at-large Doyle Krumrey.**

**CHECK ONE:**      ☐ **CONSENT**      ☒ **ACTION**      ☐ **EXECUTIVE SESSION**  
                         ☐ **WORKSHOP**      ☐ **PROCLAMATION**      ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: January 27, 2009**

**AMOUNT REQUIRED: none**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Ingalsbe**

**SPONSORED BY: Ingalsbe**

**SUMMARY: This is a two year appointment being January 2009. Resume is attached.**

## ***Grant N. Sibley***

1061 Cascade Trail  
San Marcos, TX 78666  
512-415-0095 (Cellular)  
512-392-8440 (Home)  
gsibley@centurytel.net

---

### **SUMMARY**

- Highly motivated and dedicated professional with extensive experience in construction equipment sales and sales management.
- Excellent communication, interpersonal and problem-solving skills.
- Successful in establishing long-term business relationships with customers.
- Lead-by-example approach with the ability to supervise, develop, and motivate others to reach their highest level of productivity.
- Strong organizational and time management skills.
- Strong dedication to customer service.

### **EXPERIENCE**

2003 – Current

#### **SibCo, LLC, San Marcos, TX**

Sole Proprietor

- Brokerage of heavy construction tools.
- Specialized hydraulic repairs.
- Consultant in the design of application-specific hydraulic tools.
- In 2005 added Regional Management responsibilities in Texas and Oklahoma for Indeco North America.

5/2006 – 10/2007

#### **Balar Equipment, Houston, TX**

Territory Manager

- Assumed responsibility for a territory which had been virtually ignored for two years by the prior Dealer.
- Successfully established Balar as the new Dealer for Vac-Con sewer cleaners, Harben jetting trailers, KEG cleaning nozzles and Aries pipeline inspection cameras.
- Developed new customer base and recovered customers who were disenchanted with the product lines due to lack of prior service and support.
- Responsible for all sales-related communication within the territory: equipment demonstration and promotion, proposal development, bid preparation, budgeting and forecasts, and post-sale training and service.

1999 - 2003

#### **Stanley Hydraulic Tools, Milwaukie, OR**

District Sales Manager, Central South USA

- Responsible for management, training and support of Distributors and their sales representatives within a 7 state District.
- Interacted directly with end users through Chief Executive level.
- Measurably increased market penetration, brand presence and Distributor profitability.
- In the first year increased sales of primary distributor over 50%, of secondary distributor over 30%, and overall sales for territory 25%.
- Developed and implemented sales goals, forecasts and Dealer inventory recommendations to increase sales growth at the Dealer level.

## EXPERIENCE

(Continued)

- 1994 – 1998      **GCS/Western Power & Equipment**, Fullerton, CA  
Sales Representative
- Tool Specialist representing Stanley Hydraulic Tools and the E. H. Wachs Company.
  - Primary markets: Municipal, Utility, Contractor, and Urban Search & Rescue.
  - With the acquisition of GCS by Western Power & Equipment in June of 1996 responsibilities were expanded to include management, training and support of the expanding force of Tool Specialists, detailed budgeting and forecasting, and the creation and performance of yearly business plans.
- 1990 – 1993      **S & B Consultants, Inc.**, Hesperia, CA  
Sole Proprietor
- Manufacturer's Representative for E. H. Wachs Company products, Heath underground line detection instruments and related safety equipment.
  - Author and teacher of safety certification courses for Substructure Locating Devices.
  - These were the first classes on the subject to be recognized for Continuing Education credit.
- 1988 – 1990      **Pres-Tech Manufacturer's Reps, Inc.**, Huntington Beach, CA  
Utility Representative
- Sole Municipal sales representative for the Southern California territory.
  - Duties included all aspects of promotion, sales, training and service for the E. H. Wachs Company and Metrotech Corporation lines of equipment.
  - Initiated the offering of training and safety seminars for the water and gas industries.
- 1984 – 1987      **Arko Equipment**, City of Industry, CA  
Tool Specialist
- Represented Stanley Hydraulic Tools, Metrotech line tracers and Pierce Arrow pneumatic boring tools.

## EDUCATION

- |   |             |
|---|-------------|
| Attended University of Utah   | 9/87 – 5/88 |
| Rowland Hall – Saint Mark's Academy, Salt Lake City, Utah<br>Private, college preparatory format.   | 1982 – 1983 |
| Inter-American-School, Quetzaltenango, Guatemala<br>K-10 <sup>th</sup> grade. Private, college preparatory format.<br>North American curriculum, Bilingual English-Spanish. | 1972 – 1982 |

## RELEVANT SKILLS & TRAINING

- Tulane University, Intensive Professional Development Program  
MBA Certification 2003
- Fluent in conversational Spanish: lived in Guatemala until the age of 16.
- SCUBA: Certified Rescue Diver through PADI.
- Urban Search & Rescue: Assisted in collapsed structure training for FEMA and OES team members from 1994 through 2003.
- Strong technical and mechanical aptitude.

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Discussion and Possible action to reinstate the contract with LAN and authorize the County Judge to execute Supplemental Agreement No. 1 for contract engineering services with LAN for SH 21**

**CHECK ONE:**      ☐ **CONSENT**      ☒ **ACTION**      ☐ **EXECUTIVE SESSION**  
☐ **WORKSHOP**      ☐ **PROCLAMATION**      ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: January 27, 2009**

**AMOUNT REQUIRED: an additional \$157,272.00**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 42-458-5399 (2001 Bond now renamed 2006)**

**REQUESTED BY: Ingalsbe/Barton**

**SPONSORED BY: Ingalsbe/Barton**

**SUMMARY: The county originally executed a contract with LAN on October 24, 2006. Projects were put on hold pending the Bond Elections in May 2007 and November 2008 and overall available funds.**

**If the court recalls, LAN performed a comprehensive study of a segment of State Highway 21 and developed a Safety Improvement Program approved by the court in 2007. This work was done in conjunction with a stakeholder's group consisting of City Council members from Uhland and Niederwald, members of SMCISD and HCIDS, JP Pct. 2, members of the Commissioners' Court and others. The program was based on data gathered from TxDOT and surrounding communities, as well as site visits. LAN examined existing conditions of highway geometry, current and historical traffic patterns, future planned improvements and school bus service areas.**

**\*Additional cost being considered today is due to surveying, utility coordination and bidding services that were not included in the original contract.\***

**\*Funds were set aside from the 2001 Bond interest and any future interest to go to SH 21 and 2 mil dollars were dedicated to SH 21 from the Nov. bond election.\***



# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Reinstate the contract with LAN and authorize the County Judge to execute Supplemental Agreement No. 1 for contract engineering services with LAN for SH 21

**PREFERRED MEETING DATE REQUESTED:** January 27, 2009

## **COUNTY AUDITOR**

*Typically Requires 1 Business Day Review*

**AMOUNT AND FUND LINE ITEM NUMBER** \$157,272.00 42-458-5399

**COUNTY PURCHASING GUIDELINES FOLLOWED:**   N/A  

**PAYMENT TERMS ACCEPTABLE:**       Yes      

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

*Typically Requires 9 Business Day Review*

**CONTRACT TERMS ACCEPTABLE:**                                 

**COMMENTS:**

## **COMMISIONERS' COURT**

**APPROVED/DISAPPROVED AND DATE:**                                 

## **COUNTY JUDGE**

*Signature Required if Approved*

**DATE CONTRACT SIGNED:**



IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

**ENGINEER:**

Lockwood, Andrews & Newnam, Inc.

By: Carol Luschen, PE  
Signature

Carol Luschen, PE  
Printed Name

Associate  
Title

1/14/09  
Date

**COUNTY:**

Hays County, Texas

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Discussion and Possible action to authorize the County Judge to execute work Authorizations #2 and #3 with LAN for engineering services for SH 21**

**CHECK ONE:**      ☐ CONSENT      ☒ ACTION      ☐ EXECUTIVE SESSION  
                         ☐ WORKSHOP      ☐ PROCLAMATION      ☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED: January 27, 2009**

**AMOUNT REQUIRED: budgeted within the contract (\$203,611.00 and \$254,711.00)**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Ingalsbe/Barton**

**SPONSORED BY: Ingalsbe/Baraton**

**SUMMARY: LAN will prepare two sets of PS&E documents to 3R guidelines in TxDOT format that will provide for two left turn lanes one on Eastbound SH 21 to Yarrington and another on Eastbound SH 21 to CR 127 (High Rd.)**

**LAN will also update previously prepared Safety Improvement Study for SH 21 prepared by LAN in January 2007 to reflect current data and development.**

ATTACHMENT A

WORK AUTHORIZATION NO. 2

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Lockwood, Andres & Newnam, Inc. (*the "Engineer"*).

**Part 1.** The *Engineer* will provide the following engineering services:

Prepare PS&E documents to 3R guidelines in TxDOT format that will provide for a left turn lane on Eastbound SH 21 to Yarrington.

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$203,611.00.

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

**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on January 31, 2010, unless extended by a Supplemental Work Authorization.

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

**Part 6.** This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:

Lockwood, Andrews & Newnam, Inc.

By: Carol Luschen, PE

Signature

Carol Luschen, PE

Printed Name

Associate

Title

1/14/09

Date

COUNTY:

Hays County, Texas

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

Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **ATTACHMENT A (con't.)**

### **LIST OF EXHIBITS**

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule



Highway: SH 21  
From: At Yarrington Intersection  
Length: 0.30 Miles  
County: Hays

Hays Contract No. PT 2007-\_\_\_\_\_.  
Work Authorization No. 2

## **EXHIBIT A**

### **SERVICES TO BE PROVIDED BY COUNTY**

#### **PROJECT DESCRIPTION**

##### **Existing Facility – SH 21**

The existing 15-mile arterial is mainly comprised of two 12-ft lanes and 3-ft shoulders through gently rolling terrain.

##### **Proposed Facility**

The proposed pavement will be widened and overlaid to accommodate a left turn lane from Eastbound SH 21 to Yarrington. The proposed typical section will be 10'-12'-14'-12'-10' for a total of 58' of pavement. Total project length is approximately 0.30 miles.

The Engineer will coordinate the design with Hays County and TxDOT.

**This SH 21 Safety Improvement Project is a TxDOT project jointly funded by Hays County and TxDOT. The project will be designed according to the 2004 TxDOT Standards and Specifications, TxDOT 3R design criteria, and Federal Highway Administration guidelines.**

In conjunction with the services to be provided by the Engineer, as described in Exhibit B, the County shall provide the following:

#### **I. ROUTE AND DESIGN STUDIES (Function Code 110)**

1. Provide Traffic Evaluations and Projections for current and design year necessary to prepare traffic control plans. (This information will be requested from TxDOT by the ENGINEER on behalf of the County).
2. Provide a listing of roadway criteria.
3. Provide coordination with other adjacent project studies including drainage studies, alignment studies, residential, commercial and industrial development plans, and existing roadway plans in hard copy and electronically (if possible).
4. Provide electronic copy of the final schematic documents (if applicable)
5. Provide background information for design including:
  - a. Proposed typical sections for all roadways (including cross streets)
  - b. Design Speeds
  - c. Current and proposed traffic volumes
  - d. Proposed pavement sections/design
6. The COUNTY will host a design conference, with TxDOT in attendance, to be held early in the project to identify the roadway design criteria, project objectives, and local requirements of the project. The conference will also be used to identify the standard details that will be incorporated into

Highway: SH 21  
From: At Yarrington Intersection  
Length: 0.30 Miles  
County: Hays

Hays Contract No. PT 2007-\_\_\_\_ - \_\_\_\_  
Work Authorization No. 2

the design. Copies of the design criteria will be furnished by the ENGINEER and will be finalized upon completion of the design conference.

**II. SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (Function Code 120)**

1. The COUNTY shall facilitate if necessary, any reviews of the environmental documents for approval through TxDOT.
2. The COUNTY will advertise and coordinate any public involvement needs.
3. Process Environmental Document through the TxDOT Review Procedures.
4. The COUNTY will provide right of entry on private property if needed by the ENGINEER.

**III. RIGHT-OF-WAY DATA (Function Code 130)**

1. With direction and coordination provided by the COUNTY, the ENGINEER shall be responsible for the utility coordination tasks.
2. Any adjustments to Utilities will be developed by others.
3. All Potholing to be provided by Utility Agencies.
4. Any utility adjustment or reimbursement agreements necessary for the construction of this project.

**IV. FIELD SURVEYING AND PHOTOGRAMMETRY (Function Code 150)**

1. The COUNTY will provide Centerline alignment and survey control throughout the SH 21 corridor. (This information will be requested from TxDOT by the ENGINEER on behalf of the County).
2. All survey data shall be in the same coordinate system as that utilized for the adjacent projects.
3. The COUNTY will be responsible for providing the apparent ROW along the project locations in Microstation format. (This information will be requested from TxDOT by the ENGINEER on behalf of the County).
4. The COUNTY will provide existing utility locations using level C&D designation.
5. Any Level A SUE Data will be provided by the COUNTY or Utility Agencies.

**V. ROADWAY DESIGN CONTROLS (Function Code 160)**

1. Traffic Volumes - The COUNTY shall furnish current and projected traffic information. (This information will be requested from TxDOT by the ENGINEER on behalf of the County).

Highway: SH 21  
From: At Yarrington Intersection  
Length: 0.30 Miles  
County: Hays

Hays Contract No. PT 2007-\_\_\_\_-\_\_\_\_  
Work Authorization No. 2

2. Pavement Design - The COUNTY shall furnish ENGINEER with a proposed pavement design for the project. To include widening and overlay areas.
3. Estimate and Quantity Sheets and General Notes - The COUNTY will supply current specification and general notes for review by the ENGINEER. The ENGINEER will incorporate into the PS&E. (This information will be requested from TxDOT by the ENGINEER on behalf of the County).

**VI. DRAINAGE (Function Code 161)**

1. The COUNTY shall provide any plans for future development or previous hydraulic studies in the project area.

**VII. SIGNING, MARKINGS, AND SIGNALIZATION (Function Code 162)**

1. Standards - The COUNTY shall provide copies of Standards for signage and pavement markings in Microstation or clean paper copy to be used on the project for inclusion in the PS&E packages. (This information will be requested from TxDOT by the ENGINEER on behalf of the County).

**VIII. MISCELLANEOUS (Function Code 163)**

1. Agreements – If traffic signal warrants or utility are required, the COUNTY will provide.
2. Advertising of bids and Contract documents for execution of successful bidder.
3. Copies of appropriate and applicable Standard sheets.
2. Relay approvals for local, regional, state and federal agencies and provide assistance, as necessary, to obtain necessary data, information, and approvals from the various agencies.
3. Plan review periods shall be in accordance with the criteria set forth in the Master Agreement between the County and TxDOT.

## **EXHIBIT B**

### **SERVICES TO BE PROVIDED BY THE ENGINEER**

#### **PROJECT DESCRIPTION**

##### **Existing Facility – SH 21**

The existing 15-mile arterial is mainly comprised of two 12-ft lanes and 3-ft shoulders through gently rolling terrain.

##### **Proposed Facility**

The proposed pavement will be widened and overlayed to accommodate a left turn lane from Eastbound SH 21 to Yarrington. The proposed typical section will be 10'-12'-14'-12'-10' for a total of 58' of pavement. Total project length is approximately 0.30 miles.

The Engineer will coordinate the design with Hays County and TxDOT.

**This SH 21 Safety Improvement Project is a TxDOT project jointly funded by Hays County and TxDOT. The project will be designed according to the 2004 TxDOT Standards and Specifications, TxDOT 3R design criteria, and Federal Highway Administration guidelines.**

In conjunction with the services to be provided by the Engineer, as described in Exhibit B, the County shall provide the following:

##### **Assumptions:**

- No new ROW anticipated
- Existing cross slopes and Superelevations will be maintained. It is not anticipated to correct these elements.
- It is anticipated that normal ditch configurations will be reestablished within the existing ROW.
- No Retaining Walls are anticipated.

#### **I. ROUTE AND DESIGN STUDIES (Function Code 110)**

1. Data Collection – The ENGINEER shall be responsible for record research and coordination necessary for obtaining all record drawings and existing project information.
2. The ENGINEER shall coordinate with Hays County and TxDOT for design at state and county intersections.
3. Field Reconnaissance – The ENGINEER shall conduct field reconnaissance and collect data including a photographic record (To be maintain in Engineer's Office) of notable existing features.
4. The ENGINEER shall plan and attend a document a Design Concept Conference (DCC). Personnel from the County and the State will participate. The conference will provide for a brainstorming session in which decision makers and technical personnel may discuss and agree on:
  - (a) Roadway and drainage design parameters
  - (b) Engineering and environmental Constraints
  - (c) Project Submittal Checklists
  - (d) Other issues as identified by the County

- (e) Identify any Design Exceptions and/or Waivers, if applicable
  - (f) Preliminary Construction Cost Estimates
  - (g) Pavement Design Report (To be prepared by TxDOT)
  - (h) Hydraulic Design
  - (i) Design Summary Form
  - (j) Typical Sections
5. Environmental Permits and Issues and Commitments (EPIC) Sheet - The ENGINEER shall complete the latest version of the EPIC sheets per the information provided by TxDOT. These sheets shall be signed, sealed and dated by the Engineer as indicated in the signature block. The final sheets shall be submitted for State Signature.

## **II. SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (Function Code 120)**

It is anticipated a Categorical Exclusion Document will be provided for this project.

1. The ENGINEER shall make an initial assessment of potential environmental impacts performed by a Technical Expert for environmental studies. Potential impacts shall be assessed on the basis of existing information available and site visits. Existing information used shall include soil maps, wetland maps, archeological site files, inventories of historic properties and sites, and other sources of available information relevant to the proposed transportation activity. The site visit shall be a preliminary reconnaissance of the study area to identify environmental concerns for which impacts are and are not likely to occur and for which environmental considerations is and is not needed.
2. The ENGINEER and the Technical Expert shall identify the environmental concerns for which impacts are and are not likely and for which environmental consideration is and is not needed. Activities performed to complete the NEPA process for a CE include:
  - (a) Participating, attending, and documenting public involvement;
  - (b) Performing early coordination with federal, state, and local agencies;
  - (c) Performing environmental services.
  - (d) Identifying impacts that can be expected for the Transportation Activity.
  - (e) Meeting with project designers to incorporate emerging environmental data into identification and modification of alternatives.
  - (f) Initial coordination with the resource agencies appropriate for the anticipated impacts. The documentation and coordination required to complete a determination of adverse affect for standing structures is not included in this work authorization.
  - (g) Additional tasks identified by the appropriate Technical Experts or the STATE as necessary to complete coordination with the appropriate resource agency(ies) to resolve coordination questions, such as determination of adverse affect, will be performed under a supplemental work authorization.
3. The ENGINEER shall have the Technical Expert produce the CE and supporting reports necessary to secure approvals and required permits. The work will be accomplished in accordance with the latest approved procedures and standards for each environmental area.
4. The ENGINEER and/or Technical Expert shall not perform environmental field studies on privately owned land without written consent signed by the landowner. If work is to be conducted on private property, the ENGINEER shall contact the COUNTY to secure written permission from the

landowner and inform the Engineer of scheduled dates for entry onto privately owned land.

5. The ENGINEER and the Technical Expert will be given General Specifications for preparation of the CE including format and content as well as direction of the appropriate issues and resources to be considered for all efforts and coordinate with the STATE'S environmental section.
6. Public Involvement – The ENGINEER shall provide technical assistance and participate in one public meeting on the project. The ENGINEER shall provide a maximum of two roll plots depicting the project work and limits as necessary to support the County with this public involvement activity. The County will obtain the appropriate forum, advertising and notification. The Engineer will prepare the presentation and any hand outs in English only, monitor tables and document this public involvement.
7. The ENGINEER shall develop and submit a summary of all public meetings relating to the proposed transportation activity based upon information received as a result of public involvement. The information shall be sufficiently detailed to provide a basis for incorporating all pertinent information gathered at public meetings into the environmental document.

#### **Assumptions for Scope and Budget**

1. A 404 Nationwide Permit can be obtained for the project, if necessary. An Individual Permit and/or wetland permitting and/or mitigation planning will be conducted under an additional scope and budget, if required;
2. Presence/absence surveys for endangered species will be conducted under an additional scope and budget, if required;
3. A data list search for potential HazMat issues will be conducted for the CE. A Phase I or II Environmental Site Assessment for Petroleum and Hazardous Substance will be conducted under an additional scope and budget, if required; and
4. An initial assessment of potential historic and archeological resources is included with the CE. Surveying, testing, mitigation, and/or additional coordination of any potential cultural resource sites will be addressed under a separate scope and budget.

### **III. RIGHT-OF-WAY DATA (Function Code 130)**

#### **Utility Coordination**

1. The ENGINEER shall perform a Level D SUE Record Research for the limits of the project that will include:
  - (a) Identifying utility owners affected by the project and perform record research with each to obtain the most up to date as built information available. Source of information contacted during this record research include: one-call center, private utility owner as-builts, construction drawings, verbal recollections, conduit maps, state and local permits, and field evidence.
  - (b) Preparing SUE Plan Sheets depicting all record information for both existing and proposed utilities as provided by the private utility owners. A contact list for each affected utility will be developed and included in the plan set.



2. The ENGINEER shall develop potential utility conflicts from the Level D SUE and coordinate with appropriate agencies to provide this potential conflict information. Potential conflicts will be recorded on individual utility packets. These packets will be provided to agency at 30%, 60%, & 90% submittals. The ENGINEER will not provide drawings for proposed utility adjustments and they will not be shown in the final construction drawings. Any plan preparation, cost estimates and schedules associated with any utility adjustments will be the responsibility of each agency. All utility agreements, drawings and documents necessary for permitting and reimbursement purposes will be provided by the COUNTY. The ENGINEER will not be responsible for overseeing the construction of utility adjustments.
3. Each Utility Agency will confirm the Utility Conflicts and develop proposed adjustments accordingly.
4. Any additional required SUE information above a Level D will be identified and requested by the ENGINEER. SUE data will be provided by Utility Owner to the extent possible.
5. Existing Utility Layouts - The ENGINEER shall provide existing utility layouts and reference in background on all other pertinent drawings. Proposed Utilities will NOT be shown on Construction drawings.
6. Existing Utilities will be shown on Cross Sections at assumed depths.

#### **Right of Way Mapping**

1. Although not anticipated, the ENGINEER shall be responsible for the surveying and right of way mapping necessary for the development of the field notes for the right of way and/or necessary easement acquisitions. Right of way maps shall be developed in accordance with TxDOT standards for right of way mapping.

#### **IV. FIELD SURVEYING AND PHOTOGRAMMETRY (Function Code 150)**

1. The SURVEYOR shall verify the benchmark coordinates provide by TxDOT and establish the horizontal and vertical control for the project.
2. The SURVEYOR shall:
  - (a) Obtain any Right of Entry needed for the project team, including environmental (as required) and geotechnical, short of litigation.
  - (b) Stake project baseline: The project baseline shall be coincidental with or parallel to, the stationed "Design Centerline." Base line control points shall be established using 15M(ASTM) (5/8 inch) iron rods, 36 inch long at PC's and PI's and PT's of horizontal curves and at 1000 feet maximum intervals on tangents. If available, coordinate to field tie to the project baselines set by adjacent Engineers for consistency and accuracy.
  - (c) Vertical Control: Locate previously set benchmarks established by the STATE; establish benchmark circuit (run levels) throughout the project; establish additional benchmarks at intervals not to exceed 1,000 feet for the limits of the project; tie benchmarks (station/offset) to project baseline. Benchmarks shall be 20M(ASTM) (3/4 inch) diameter, 48 inches long, located near the existing ROW line at a measured distance. All benchmarks circuits shall be tied to the state's elevation datum. Perform the benchmark circuits in accordance with good surveying practice.

The SURVEYOR shall verify the closure and submit adjustments to the STATE for approval prior to beginning the field surveys. Provide 8 1/2" X 11" location sketches of horizontal and vertical benchmarks. Also, provide 11"X17" overall sketch showing bearings and distances between control monuments (benchmarks) and tied benchmarks (i.e. HCFC, FEMA, GPS point, etc.) These sketches shall be signed, sealed and dated by a RPLS.

- (d) Provide DTM with break lines for use in Geopak and Microstation V8 format. An electronic 2D and 3D file will be provided with Text on discrete levels and in accordance to the ENGINEER'S CADD requirements.
- (e) Profile and cross section intersecting streets and driveways (To 50' outside ROW for driveways and 300' for intersecting streets and 500' for intersecting streets more than 2 lanes wide.) for tie into project.
- (f) Obtain profiles of existing drainage facilities for 200 ft. outside of ROW. Cross section drainage channels at both proposed ROW line. For major channels, cross section channels for 200' outside of right of way.
- (g) Tie existing underground and overhead utilities (Location, elevation, size and direction, flowline and soffit.)
- (h) Provide temporary signs, traffic control, flags, safety equipment, etc. and obtain necessary permits.
- (g) The SURVEYOR shall control traffic in and near surveying operations adequately to comply with the latest edition of the TMUCD. In the event field personnel must divert traffic or close traveled lanes, a Traffic Control Plan shall be prepared by the Engineer's surveyor and approved by the STATE prior to commencement of field work. A copy of the approved plans shall be in the possession of field personnel on the job site at all times and shall be made available to State Personnel upon request.

## V. ROADWAY DESIGN CONTROLS (Function Code 160)

### 1. Geometric Design

- (a) Horizontal and Vertical Alignment - The ENGINEER shall use TxDOT 3R design criteria for roadway profile and cross streets. Plan and Profile sheets shall be provided at a scale of 1"=100 feet.
- (b) Typical Sections - The ENGINEER shall refine the existing and proposed typical sections to conform to project conditions. Typical sections shall be prepared Not to Scale (NTS).
- (c) Pavement Design - TxDOT shall provide the pavement design for the associated projects. This to include widening areas of SH 21, overlay and side streets and any temporary pavement that may be required.
- (d) Design Cross Sections - The ENGINEER shall prepare cross section at scale of 1" = 20'. Cross sections shall be created at 100-foot increments through the project, and at cross drainage structures, intersection beginning and ending radii, and other significant features. Annotations should include at a minimum existing/proposed ROW, side slopes front and back, profile control and horizontal control.
- (e) Determine Cut and Fill - The ENGINEER shall determine the quantities of cut and fill.

### 2. Other Design Elements

The ENGINEER shall develop a PS&E plan set (11" x 17") based on the exhibits included in the *SAFETY IMPROVEMENTS STUDY State Highway 21*. The PS&E plan set will be prepared for letting.

- (a) Project Title Sheet - The ENGINEER shall prepare a title sheet to be used for construction plans. A supplemental index sheet will follow the title sheet.

- (b) Project Layout Sheets - The ENGINEER shall prepare Project Layout Sheets at a scale of 1" = 400' (preferred) or 1" = 200' which will clearly indicate the limits of the entire project.
- (c) Plan & Profile Sheets - The ENGINEER shall prepare Plan & Profile Sheets at a scale of 1" = 100'.
- (d) Horizontal Curve Data & Alignment Sheets - The ENGINEER shall prepare alignment data sheets, which depict the horizontal and vertical control.
- (f) Survey Data Sheet will be provided by Surveying Sub Consultant and shall provide horizontal and vertical control data.
- (g) Existing Condition/Removal Sheets - The ENGINEER shall prepare existing condition/removal sheets at a scale of 1"=100' to quantify any removals for the project.
- (h) Roadway and Driveway Detail Sheets - The ENGINEER shall prepare roadway detail sheets at a scale of 1" = 50'.
- (f) Intersection Layout Sheets - The ENGINEER shall develop intersection layout sheets for the project at a scale of 1" = 50 feet. The layouts will show horizontal and vertical control, curb returns, transition criteria, lane configuration and dimensions.

#### VI. DRAINAGE (Function Code 161)

- 1. Data Collection - The ENGINEER will be responsible for performing record research and obtaining existing information, including construction plans.
  - (a) Collect data on drainage facilities and issues which may impact drainage design.
  - (b) Conduct a field investigation of the proposed roadway alignment and the surrounding area to determine field conditions.
  - (c) Obtain construction plans for SH 21 within the project limits and abutting TxDOT and County Roads.
  - (d) Obtain drainage studies, reports, and mapping for the project area, including reports for developments affecting the drainage area.
- 2. Cross Drainage Analysis - The ENGINEER shall analyze existing and proposed conditions for cross drainage structures. This scope assumes no bridge-class culverts.
  - (a) Establish drainage areas for each cross drainage system.
  - (b) Develop peak flow rates for the 25, and 100-year storm events. The Rational Method will be used for drainage areas 200 acres and less. The TxDOT rural regression equations will be used for drainage areas over 200 acres.
  - (c) All cross drainage analysis will be accomplished using Culvert THYSYS.
  - (d) The following drainage criteria will be implemented:
    - o TxDOT Hydraulic Design.
    - o Design Frequency Selection Table Chapter 3.
    - o Design Basis will reflect the functional classification.
    - o Check all cross drainage structures for the 100-year storm.
- 3. Open Ditch Drainage -The ENGINEER shall analyze the open ditches as needed to convey a 10 yr desirable flow. Ditches will be checked at periodic points such as driveways and side steets. This information will not be included in the plans but provided as Engineering documentation.  
Exclusions:
  - (a) Storm water quality.
  - (b) No Detention or impact analysis to downstream properties will be analyzed.

4. Drainage Plans shall include:
  - (a). Drainage Area Map - The ENGINEER shall prepare a drainage area map at a scale of 1" = 100 feet or 1" = 200 feet as necessary to fit on standard sheets.
  - (b). Culvert Layouts will be prepared for each culvert to a Scale of 1"=50'.
  - (c). Hydraulic Computations for culverts plans - Hydraulic computations for PS&E include the use of hydraulic computer programs as directed by TxDOT. These include Texas Hydraulic System (THYSYS). Calculations will be in accordance with design criteria adopted by TxDOT. The ENGINEER will perform necessary hydraulic computations for the design of cross culverts. Calculations will be included in the plans.
  - (d). Driveway Culverts will be summarized in table format showing flowlines and slopes.
5. SW3P Layouts - The ENGINEER shall prepare SW3P layouts in accordance with TCEQ requirements to a scale of 1"=50'.
6. SW3P Narrative - The ENGINEER shall prepare the SW3P Narrative.

## **VII. SIGNING, MARKINGS & ILLUMINATION (Function Code 162)**

1. Signing and Marking Layout - All signing and pavement marking will be shown on plan sheets in accordance with TxMUTCD.
2. Sign Details - The ENGINEER shall detail all non-standard signs or marking details required for the project. TxDOT standards shall be utilized whenever possible.
3. Signals - There are no signals or illumination for this project.

## **VIII. MISCELLANEOUS (Function Code 163)**

1. Sequence of Construction - The ENGINEER will prepare a sequence of construction for the individual projects. After review by TxDOT and the COUNTY, comments will be incorporated for the final PS&E and the detailed traffic control plans will then be prepared.
2. Traffic Control Plan - The ENGINEER will prepare detailed traffic control plans based on the approved overall sequence of construction. TxDOT construction standards will be incorporated into the traffic control plans.
3. Construction Schedule - The ENGINEER shall prepare a construction schedule, which will identify the major items of work for the construction project. Construction schedule will be utilized in determination of overall construction duration.
4. Road Closure Exhibits - If applicable, the ENGINEER will prepare an exhibit of the roadway closure, including a narrative, for submission to TxDOT for approval of the closure.
5. Compute and Tabulate Quantities - The ENGINEER shall compute all quantities that are required for pay items, and those quantities identified by TxDOT as necessary for inclusion for contractor's information only. Quantities will be shown in both the plans and bid manual.

6. Specifications and General Notes - TxDOT shall furnish an electronic listing of the current general notes, standard specifications, and special specifications that will be utilized for the project. The ENGINEER will prepare any special specifications and will work with TxDOT to identify the applicable general notes.

## **IX. BIDDING PHASE SERVICES**

1. Prepare project manual for bidding. Other contract documents as well as bid advertising shall be prepare by the COUNTY.
2. Attend the pre-bid meeting and furnish construction documents to prospective bidders.
3. Respond to bidder's questions during the bid period.
4. Prepare and distribute project addenda during bid period.
5. Analyze contractor bids, prepare bid tabulation, check references and make recommendation for award to the apparent low bidder.
6. Furnish construction documents to awarded contractor.
7. Attend the pre-construction conference.
8. Construction Phase Services other than listed above is not part of this scope of services.

## **DELIVERABLES**

### **Deliverable Requirements:**

1. All contract documents, including hard copies and electronic files, shall be turned over to the COUNTY and TxDOT at the completion of the project. All plans will be 11"X17".
2. Preliminary Environmental Document (CE) will be submitted shortly after 30% plan submittal. Final document resubmitted between 60% and 90%.
3. Five (5) paper sets for 30%, 60%, and 90% design submittals will be provided. The 100% design submittal shall include one (1) set of mylar prints. TxDOT PS&E paperwork will be furnished at the 90% and 100% submittals, and furnished with the bid documents
  - (a) The 30% submittal shall include the following:
    - Title Sheet
    - Index of Sheets
    - Typical Sections
    - Sequence of Work Outline for Traffic Control
    - Plan & Profile
      - DTM and/or topographic data
      - Proposed geometric design elements
      - Proposed hydraulic layout
    - Utility Layouts
      - List of utilities located on the project
      - Potential Conflicts identified.
    - Drainage Area Map
      - Hydrologic Data
      - Hydraulic Design
    - Preliminary Cross-Sections (100-ft and culvert locations) 11" x 17"
    - Preliminary Supporting Documents



- Engineers Estimate
- Form 1002
- (b) The 60% submittal shall include the revised/ complete sheets from the 30% submittal and the following:
  - Index of Sheets – Updated
  - Typical Sections – Updated
  - Preliminary Traffic Control Plan & Sequence of Work
  - Quantity sheets – 60% quantities
  - Plan & Profile
    - Proposed drainage structures ( identified/labeled)
    - Applicable bid items quantified
    - Identification and labeling of topographic features to be removed, replaced, or remain
    - Identification and labeling of proposed improvements
  - Utility Layouts – Updated
    - List of utilities located on the project
    - List of anticipated dates of utility adjustments and associated correspondence with utility owner or company justifying the required adjustments and schedule. Each agency will provide construction drawings, estimate and schedule. The construction drawings will not be incorporated into LAN's PS&E package unless otherwise contracted.
  - Hydrologic/Hydraulic Data Sheets
    - Final hydrologic data/hydraulic design-all drainage structures
  - Cross-sections (100-ft station and culvert locations) 11"X17"
  - Preliminary Signing and Pavement Markings Layout
  - Driveway Details
  - Preliminary SW3P Layouts and Narrative
- (c) The 90% Submittal shall include the revised / completed sheets from the 60% submittal and the following:
  - Index of Sheets – Final
  - Typical Sections – Final
  - Quantity Layouts – Final
  - Utility Layouts – Final
    - List of utilities located if applicable
    - List of anticipated dates for utility adjustments and associated correspondence with utility owner or company justifying the required adjustments and schedule. Each agency will provide construction drawings, estimate and schedule. The construction drawings will not be incorporated into LAN's PS&E package unless otherwise contracted.
  - Final Cross-Sections (100-ft and culvert locations) 11"X17"
  - Final Signing and Pavement Markings Layouts
  - Final Miscellaneous Roadway Details
  - Final SW3P Layouts and Narrative
  - Standards
  - Final supporting Documents
    - Estimate – Updated
    - Form 1002
    - Special Specifications, Form 1814 (Status)
    - Specifications List
    - General Notes



- Certifications
  - Construction Time Determination
  - Construction Manual
- (d) The 100% submittal shall include the revised/ completed sheets from the 90%

4. Design schedule shall be updated and furnished with each review submittal

#### **REFERENCES**

1. P.S.& E. Preparation Manual (TxDOT) - Online
2. Project Development Policy Manual (TxDOT) – Online
3. Project Development Process Manual (TxDOT) – Online
4. Roadway Design Manual (TxDOT) – Online
5. P.S.& E. Preparation Guide (TxDOT Austin District)
6. Hydraulic Design Manual (TxDOT) - Online
7. Standard Specifications for Highway Bridges (AASHTO)
8. Standard Specifications for Construction of Highways, Streets, and Bridges (TxDOT)
9. Special Provisions and Special Specifications (TxDOT)
10. A Policy on Geometric Design of Highways and Streets (AASHTO)
11. Texas Manual on Uniform Traffic Control Devices (TxDOT)
12. Standard Highway Sign Designs for Texas (TxDOT)
13. Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals (AASHTO)

Highway: SH 21  
 Limits: At Yarrington Intersection  
 Length: 0.30 Miles  
 County: Hays

Hays Contract No. PT 2007 --  
 Work Authorization No. 2

Exhibit C- Work Schedule

Task Description	1 (Month)																																								
	Weeks				2				3				4				5				6				7				8				9				10				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	
Notice to Proceed January 26, 2009																																									
Function Code 110																																									
Design Concept Conference																																									
Function Code 120																																									
Environmental Document Preparation																																									
Environmental Document Review																																									
Environmental Document Approval																																									
Public Meeting Advertising																																									
Public Meeting and Incorporation in Document																																									
Function Code 130																																									
Level D SUE																																									
Utility Coordination																																									
Utility Relocation																																									
Function Code 150																																									
Topographic Survey																																									
Function Codes 160, 161, 162 & 163																																									
30% PS&E Submittal																																									
Review (3 weeks County & 3 Weeks TxDOT concurrent)																																									
60% PS&E Submittal																																									
Review (3 weeks County & 3 Weeks TxDOT concurrent)																																									
90% PS&E Submittal																																									
Review (3 weeks County & 3 Weeks TxDOT concurrent)																																									
Finalize PS&E, Prepare Bid Documents																																									
Advertise for Bids																																									

Highway: SH 21		Hays Contract PT 2007		--
Limits: At Yarrington Intersection		Work Authorization No. 2		
Length: 0.30 Miles				
County: Hays				
<b>Exhibit D - Fee Schedule</b>				
<b>Basic Engineering Services</b>				
<b>Firm</b>	<b>Labor Cost</b>	<b>Reimbursable Expenses</b>	<b>Total Cost</b>	
Lockwood Andrews & Newnam, Inc.	\$ 165,155.00	\$ 2,700.00	\$	167,855.00
Cobb Fendley & Associates	\$ 4,210.00		\$	4,210.00
Total Basic Services			\$	172,065.00
<b>Additonal Engineering Services</b>				
<b>Firm</b>	<b>Labor Cost</b>	<b>Reimbursable Expenses</b>	<b>Total Cost</b>	
Cobb Fendley & Associates	\$ 5,136.00	\$ 6,570.00	\$	11,706.00
Loomis Partners	\$ 19,780.00	\$ 60.00	\$	19,840.00
Total Additional Services			\$	31,546.00

Highway: SH 21

Limits: At Yarrington Intersection

Length: 0.30 Miles

County: Hays

Hays Contract PT 2007 --  
Work Authorization No. 2

Exhibit D - Fee Schedule  
Basic Engineering Services

Task	Project Principal	Senior Project Mgr	Senior Engineer	Project Engineer	Graduate Engineer	Senior Designer	CADD Operator	Clerical	Total Hours
<b>I. Route and Design Studies (110)</b>									
Data Collection	0	2	4		0	8	0	0	14
Field Reconnaissance	0	2	4	0	4	0	0	0	10
Plan and Attend DCC	0	8	8	8	12	0	0	0	38
EPIC Sheet	0	2	0	0	0	4	0	0	6
Subtotals: Man Hours	0	14	16	8	16	12	0	0	66
Subtotals: Contract Cost	\$200.00	\$160.00	\$145.00	\$120.00	\$90.00	\$90.00	\$70.00	\$60.00	
	\$0.00	\$2,240.00	\$2,320.00	\$960.00	\$1,440.00	\$1,080.00	\$0.00	\$0.00	
<b>II. Social, Economic, &amp; Environmental Studies (120)</b>									
Initial Assessment	0	2	0	0	0	8	8	0	18
Prepare CE Document	0	0	0	0	0	48	0	0	48
-Socio economic issues	0	0	0	0	0	12	0	0	12
-Air	0	0	0	0	0	3	0	0	3
-Noise	0	0	0	0	0	3	0	0	3
-Biological Issues	0	0	0	0	0	16	0	0	16
-Water Quality & Wetlands	0	0	0	0	0	12	0	0	12
-Historic and Architectural	0	0	0	0	0	12	0	0	12
-Field Work	0	0	0	0	0	12	0	0	12
-Attend and Summarize Public Meeting	0	0	0	0	0	24	0	0	24
-Technical Assistance Public Meeting	0	0	16	0	0	16	16	0	56
Subtotals: Man Hours	0	10	16	0	0	166	24	0	216
Subtotals: Contract Cost	\$200.00	\$160.00	\$145.00	\$120.00	\$90.00	\$90.00	\$70.00	\$60.00	
	\$0.00	\$1,600.00	\$2,320.00	\$0.00	\$0.00	\$14,940.00	\$1,650.00	\$0.00	
<b>III. Right-of-Way &amp; Utilities (130)</b>									
Utility Packages	0	8	8	8	48	48	0	0	120
Utility Coordination	0	8	16	0	0	24	0	0	48
Subtotals: Man Hours	0	16	24	8	48	72	0	0	168
Subtotals: Contract Cost	\$200.00	\$160.00	\$145.00	\$120.00	\$90.00	\$90.00	\$70.00	\$60.00	
	\$0.00	\$2,560.00	\$3,480.00	\$960.00	\$4,320.00	\$6,480.00	\$0.00	\$0.00	
<b>IV. Roadway Design Controls (160)</b>									
H & V Alignment	0	2	4	0	4	0	4	0	14
Typical Sections	0	1	2	0	4	0	4	0	11
Incorporate Pavement Design	0	1	0	0	0	2	0	0	3
Design Cross Sections	0	2	0	16	40	20	0	0	78
Earthwork Cross Sections	0	0	0	4	4	0	0	0	8
Title Sheet & Index of Sheet	0	0	0	0	0	0	12	0	12
Project Layout	0	0	0	0	4	8	0	0	12
Plan Profile Sheets	0	8	8	16	32	80	0	0	144
Horizontal Curve & Data Sheets	0	0	0	2	0	0	4	0	6
Obtain Survey Control Sheet and Insert	0	0	0	0	0	2	0	0	2
Removal Sheets	0	0	0	2	0	0	8	0	10
Driveway Details	0	0	0	2	8	30	0	0	40
Roadway Details	0	0	1	2	8	12	0	0	23
Intersection Layouts	0	2	2	8	8	20	0	0	40
Subtotals: Man Hours	0	16	17	62	112	166	40	0	403
Subtotals: Contract Cost	\$200.00	\$160.00	\$145.00	\$120.00	\$90.00	\$90.00	\$70.00	\$60.00	
	\$0.00	\$2,560.00	\$2,466.00	\$6,240.00	\$10,080.00	\$14,940.00	\$2,800.00	\$0.00	

County: Hays

Exhibit D - Fee Schedule

Basic Engineering Services

Task	Project Principal	Senior Project Mgr	Senior Engineer	Project Engineer	Graduate Engineer	Senior Designer	CADD Operator	Clerical	Total Hours
<b>III. Drainage (161)</b>									
Hydrologic Studies, Discharges	0	0	4	16	12	16	0	0	48
Hydraulic Design and Documentation	0	0	4	16	0	0	0	0	20
Culvert Layout	0	0	2	1	0	24	0	0	27
Driveway Culverts	0	0	2	4	0	24	0	0	30
Ditch Design	0	0	2	4	12	24	0	0	42
Storm Water Pollution Prevention Plan (SW3P)	0	4	0	0	0	8	0	0	12
SW3P Plan Layout	0	0	0	4	0	40	0	0	44
Subtotals: Man Hours	0	4	14	45	24	136	0	0	223
Contract Rate	\$200.00	\$160.00	\$145.00	\$120.00	\$90.00	\$90.00	\$70.00	\$60.00	
Subtotals: Contract Cost	\$0.00	\$640.00	\$2,030.00	\$5,400.00	\$2,160.00	\$12,240.00	\$0.00	\$0.00	
<b>IV. Signing, Pavement Markings &amp; Signalization (162)</b>									
Signing and Pavement Marking Layouts	0	2	2	2	4	48	0	0	58
Small Sign Summary	0	0	2	2	2	24	0	0	30
Sign Details	0	0	0	2	2	24	0	0	28
Subtotals: Man Hours	0	2	4	6	8	96	0	0	116
Contract Rate	\$200.00	\$160.00	\$145.00	\$120.00	\$90.00	\$90.00	\$70.00	\$60.00	
Subtotals: Contract Cost	\$0.00	\$320.00	\$680.00	\$720.00	\$720.00	\$8,640.00	\$0.00	\$0.00	
<b>V. Miscellaneous (Roadway) (163)</b>									
Sequence of Work/Traffic Control Typical Sections		2	2	2	8	32	0	0	46
Traffic Control Layouts	0	2	8	2	16	48	0	0	76
Construction Schedule	0	0	2	0	0	16	0	0	18
Construction Cost Estimate	0	4	4	0	12	16	0	0	36
Road Closure Exhibits	0	4	0	0	0	8	0	0	12
Compute and Tabulate Quantities	0	4	4	4	12	32	0	0	52
Gen Notes, Specs and Cons. Manual	0	4	0	4	8	24	0	0	40
Prepare project Manual	0	4	16	0	0	60	0	0	80
Attend Pre-Bid Meeting	0	4	8	0	0	0	0	0	12
Respond to Bidders Questions	0	4	8	0	0	8	0	0	20
Analyse Bid, prepare tabulation, make recommendation	0	4	16	0	0	16	0	0	36
Attend Pre-Con meeting	0	4	4	0	0	0	0	0	8
Subtotals: Man Hours	0	40	72	8	56	260	0	0	436
Contract Rate	\$200.00	\$160.00	\$145.00	\$120.00	\$90.00	\$90.00	\$70.00	\$60.00	
Subtotals: Contract Cost	\$0.00	\$6,400.00	\$10,440.00	\$960.00	\$5,040.00	\$23,400.00	\$0.00	\$0.00	

County: Hays

**Exhibit D - Fee Schedule**  
**Basic Engineering Services**

Task	Project Principal	Senior Project Mgr	Senior Engineer	Project Engineer	Graduate Engineer	Senior Designer	CADD Operator	Clerical	Total Hours
Totals for Function Code 130	0	16	24	8	48	72	0	0	168
Totals for Function Code 160	0	16	17	52	112	166	40	0	403
Totals for Function Code 161	0	4	14	45	24	136	0	0	223
Totals for Function Code 162	0	2	4	6	8	98	0	0	116
Totals for Function Code 163	0	40	72	8	56	280	0	0	436
<b>Grand Totals: Man Hours</b>	<b>0</b>	<b>78</b>	<b>131</b>	<b>119</b>	<b>248</b>	<b>730</b>	<b>40</b>	<b>0</b>	<b>1,346</b>
<b>Contract Rate</b>	<b>\$200.00</b>	<b>\$180.00</b>	<b>\$145.00</b>	<b>\$120.00</b>	<b>\$90.00</b>	<b>\$90.00</b>	<b>\$70.00</b>	<b>\$60.00</b>	
<b>Grand Totals: Contract Cost</b>	<b>\$0.00</b>	<b>\$12,480.00</b>	<b>\$18,995.00</b>	<b>\$14,280.00</b>	<b>\$22,320.00</b>	<b>\$65,700.00</b>	<b>\$2,800.00</b>	<b>\$0.00</b>	

**Breakdown of Costs for Basic Engineering Services**

Function Code	Total Hours	Contract Cost							
Totals for Function Code 110	66	\$8,040.00							
Totals for Function Code 120	216	\$20,540.00							
Totals for Function Code 130	168	\$17,800.00							
Totals for Function Code 160	403	\$39,085.00							
Totals for Function Code 161	223	\$22,470.00							
Totals for Function Code 162	116	\$10,980.00							
Totals for Function Code 163	436	\$46,240.00							
Direct Expenses									
Level D SUE (Cobb Fendley)			1 LS		\$4,210.00	Intersection		\$4,210.00	
Plotting & Reproduction			150 SF at		\$0.50 / SF			\$75.00	
Air Fare (Environmental)			2 Ea.		\$200.00 /trip			\$400.00	
Document Printing			3000 Sheets at		\$0.15 / Sheet			\$450.00	
Mylar (11x17)			100 Sheets at		\$1.25 / Sheet			\$125.00	
Mileage			1000 Miles at		\$0.50 / Mile			\$500.00	
Plans For Bidding & Project Manual			10 Set		\$65.00 /Set			\$650.00	
Materials/Courier			10 LS		\$50.00 /Each			\$500.00	
<b>Project Totals</b>	<b>1628</b>	<b>\$165,155.00</b>						<b>\$6,910.00</b>	
<b>SubTOTAL</b>									
<b>Total Maximum Fee for Basic Engineering Services</b>									<b>\$172,065.00</b>



Highway: SH 21	Hays Contract PT 2007
Limits: At Yarrington Intersection	Work Authorization No. 2
Length: 0.30 Miles	
County: Hays	
<p align="center"> <b>Exhibit D - Fee Schedule</b>  <b>Budget/Rates - Additional Services</b>  <b>Cobb Fendley &amp; Associates, Inc.</b> </p>	

Breakdown of Costs for Additional Engineering Services						
Function Code 130	Total	Unit	Rate	Unit	Contract Cost	
<b>Direct Expenses</b>						
Level B- Designation (Without Level C&D)	1000	LF	\$1.35	/LF	\$1,350.00	
Level A - Location (Non Destructive Excavation)						
Vertical Depth 0'-5'	2	hole	\$1,075.00	/hole	\$2,150.00	
Vertical Depth 5' - 8'	1	hole	\$1,390.00	/hole	\$1,390.00	
Vertical Depth 8' - 13'	1	hole	\$1,680.00	/hole	\$1,680.00	
<b>SUBTOTAL</b>					\$6,570.00	
<b>Labor Expenses</b>						
SUE Technician (With Equipment)	16	Hour	\$90.00	/Hr	\$1,440.00	
Locating (With Equipment & 2 technicians)	8	Hour	\$315.00	/Hr	\$2,520.00	
Designating & Traffic Control Vehicles	120	Mile	\$3.30	/Mile	\$396.00	
Location Vehicles	120	Mile	\$6.50	/Mile	\$780.00	
<b>SUBTOTAL</b>					\$5,136.00	
<b>Project Totals</b>					\$11,706.00	
<b>Total Maximum Fee for Additional Services</b>					<b>\$11,706.00</b>	

<b>Highway: SH 21</b> <b>Limits: At Yarrington Intersection</b> <b>Length: 0.30 Miles</b> <b>County: Hays</b>	<b>Hays Contract PT 2007 --</b> <b>Work Authorization No. 2</b>
<p align="center"> <b>Exhibit D - Fee Schedule</b>  <b>Budget/Rates - Additional Services</b>  <b>Loomis Partners</b> </p>	

Breakdown of Costs for Additional Engineering Services - Topographic @ ROW Surveying						
Function Code 150	Total	Unit	Rate	Unit	Contract Cost	
<b>Direct Expenses</b>						
Mileage	120 Mile		\$0.50 /Mile		\$60.00	
<b>Labor Expenses</b>						
RPLS/Sr. Project Manager	24 Hour		\$130.00 /Hr		\$3,120.00	
Surveying Proj Mgr.	24 Hour		\$90.00 /Hr		\$2,160.00	
Survey Technician III, SIT	40 Hour		\$80.00 /Hr		\$3,200.00	
Survey Technician II	0 Hour		\$70.00 /Hr		\$0.00	
Survey Technician I	20 Hour		\$60.00 /Hr		\$1,200.00	
Clerical Support	24 Hour		\$50.00 /Hr		\$1,200.00	
2 Person Survey Crew	0 Hour		\$130.00 /Hr		\$0.00	
3 Person Survey Crew	40 Hour		\$160.00 /Hr		\$6,400.00	
Additional Rodperson, Flag person, etv.	40 Hour		\$45.00 /Hr		\$1,800.00	
GPS Field Operator w/ Equipment	8 Hour		\$80.00 /Hr		\$640.00	
<b>SUBTOTAL</b>					<b>\$19,780.00</b>	
<b>Total Maximum Fee for Additional Services</b>					<b>\$19,780.00</b>	

ATTACHMENT A

WORK AUTHORIZATION NO. 3

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Lockwood, Andres & Newnam, Inc. (*the "Engineer"*).

**Part 1.** The *Engineer* will provide the following engineering services:

Prepare PS&E documents to 3R guidelines in TxDOT format that will provide for a left turn lane on Eastbound SH 21 to CR 127 (High Rd.).

Update previously prepared Safety Improvement Study for SH 21 prepared by LAN in January, 2007 to reflect current data and development.

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$254,711.00.

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

**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on January 31, 2010, unless extended by a Supplemental Work Authorization.

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

**Part 6.** This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:

Lockwood, Andrews & Newnam, Inc.

By: Carol Luschen, PE  
Signature

Carol Luschen, PE  
Printed Name

Associate  
Title

1/14/09

COUNTY:

Hays County, Texas

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

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

\_\_\_\_\_  
Title

Date

Date

**ATTACHMENT A (con't.)**

**LIST OF EXHIBITS**

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

Highway: SH 21  
From: At CR 127 (High Rd.) Intersection  
Length: 0.30 Miles  
County: Hays

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## **EXHIBIT A**

### **SERVICES TO BE PROVIDED BY COUNTY**

#### **PROJECT DESCRIPTION**

##### **Existing Facility – SH 21**

The existing 15-mile arterial is mainly comprised of two 12-ft lanes and 3-ft shoulders through gently rolling terrain.

##### **Proposed Facility**

The proposed pavement will be widened and overlaid to accommodate a left turn lane from Eastbound SH 21 to CR 127. The proposed typical section will be 10'-12'-14'-12'-10' for a total of 58' of pavement. Total project length is approximately 0.30 miles.

The Engineer will coordinate the design with Hays County and TxDOT.

**This SH 21 Safety Improvement Project is a TxDOT project jointly funded by Hays County and TxDOT. The project will be designed according to the 2004 TxDOT Standards and Specifications, TxDOT 3R design criteria, and Federal Highway Administration guidelines.**

In conjunction with the services to be provided by the Engineer, as described in Exhibit B, the County shall provide the following:

#### **I. ROUTE AND DESIGN STUDIES (Function Code 110)**

1. Provide Traffic Evaluations and Projections for current and design year necessary to prepare traffic control plans. (This information will be requested from TxDOT by the ENGINEER on behalf of the County).
2. Provide a listing of roadway criteria.
3. Provide coordination with other adjacent project studies including drainage studies, alignment studies, residential, commercial and industrial development plans, and existing roadway plans in hard copy and electronically (if possible).
4. Provide electronic copy of the final schematic documents (if applicable)
5. Provide background information for design including:
  - a. Proposed typical sections for all roadways (including cross streets)
  - b. Design Speeds
  - c. Current and proposed traffic volumes
  - d. Proposed pavement sections/design
6. The COUNTY will host a design conference, with TxDOT in attendance, to be held early in the project to identify the roadway design criteria, project objectives, and local requirements of the project. The conference will also be used to identify the standard details that will be incorporated into

Highway: SH 21  
From: At CR 127 (High Rd.) Intersection  
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the design. Copies of the design criteria will be furnished by the ENGINEER and will be finalized upon completion of the design conference.

**II. SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (Function Code 120)**

1. The COUNTY shall facilitate if necessary, any reviews of the environmental documents for approval through TxDOT.
2. The COUNTY will advertise and coordinate any public involvement needs.
3. Process Environmental Document through the TxDOT Review Procedures.
4. The COUNTY will provide right of entry on private property if needed by the ENGINEER.

**III. RIGHT-OF-WAY DATA (Function Code 130)**

1. With direction and coordination provided by the COUNTY, the ENGINEER shall be responsible for the utility coordination tasks.
2. Any adjustments to Utilities will be developed by others.
3. All Potholing to be provided by Utility Agencies.
4. Any utility adjustment or reimbursement agreements necessary for the construction of this project.

**IV. FIELD SURVEYING AND PHOTOGRAMMETRY (Function Code 150)**

1. The COUNTY will provide Centerline alignment and survey control throughout the SH 21 corridor. (This information will be requested from TxDOT by the ENGINEER on behalf of the County).
2. All survey data shall be in the same coordinate system as that utilized for the adjacent projects.
3. The COUNTY will be responsible for providing the apparent ROW along the project locations in Microstation format. (This information will be requested from TxDOT by the ENGINEER on behalf of the County).
4. The COUNTY will provide existing utility locations using level C&D designation.
5. Any Level A SUE Data will be provided by the COUNTY or Utility Agencies.

**V. ROADWAY DESIGN CONTROLS (Function Code 160)**

1. Traffic Volumes - The COUNTY shall furnish current and projected traffic information. (This information will be requested from TxDOT by the ENGINEER on behalf of the County).



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2. Pavement Design - The COUNTY shall furnish ENGINEER with a proposed pavement design for the project. To include widening and overlay areas.
3. Estimate and Quantity Sheets and General Notes - The COUNTY will supply current specification and general notes for review by the ENGINEER. The ENGINEER will incorporate into the PS&E. (This information will be requested from TxDOT by the ENGINEER on behalf of the County).

**VI. DRAINAGE (Function Code 161)**

1. The COUNTY shall provide any plans for future development or previous hydraulic studies in the project area.

**VII. SIGNING, MARKINGS, AND SIGNALIZATION (Function Code 162)**

1. Standards - The COUNTY shall provide copies of Standards for signage and pavement markings in Microstation or clean paper copy to be used on the project for inclusion in the PS&E packages. (This information will be requested from TxDOT by the ENGINEER on behalf of the County).

**VIII. MISCELLANEOUS (Function Code 163)**

1. Agreements – If traffic signal warrants or utility are required, the COUNTY will provide.
2. Advertising of bids and Contract documents for execution of successful bidder.
3. Copies of appropriate and applicable Standard sheets.
2. Relay approvals for local, regional, state and federal agencies and provide assistance, as necessary, to obtain necessary data, information, and approvals from the various agencies.
3. Plan review periods shall be in accordance with the criteria set forth in the Master Agreement between the County and TxDOT.

## **EXHIBIT B**

### **SERVICES TO BE PROVIDED BY THE ENGINEER**

#### **PROJECT DESCRIPTION**

##### **Existing Facility – SH 21**

The existing 15-mile arterial is mainly comprised of two 12-ft lanes and 3-ft shoulders through gently rolling terrain.

##### **Proposed Facility**

The proposed pavement will be widened and overlayed to accommodate a left turn lane from Eastbound SH 21 to CR 127. The proposed typical section will be 10'-12'-14'-12'-10' for a total of 58' of pavement. Total project length is approximately 0.30 miles.

The Engineer will coordinate the design with Hays County and TxDOT.

**This SH 21 Safety Improvement Project is a TxDOT project jointly funded by Hays County and TxDOT. The project will be designed according to the 2004 TxDOT Standards and Specifications, TxDOT 3R design criteria, and Federal Highway Administration guidelines.**

In conjunction with the services to be provided by the Engineer, as described in Exhibit B, the County shall provide the following:

##### **Assumptions:**

- No new ROW anticipated
- Existing cross slopes and Superelevations will be maintained. It is not anticipated to correct these elements.
- It is anticipated that normal ditch configurations will be reestablished within the existing ROW.
- No Retaining Walls are anticipated.

#### **I. ROUTE AND DESIGN STUDIES (Function Code 110)**

1. Data Collection – The ENGINEER shall be responsible for record research and coordination necessary for obtaining all record drawings and existing project information.
2. The ENGINEER shall coordinate with Hays County and TxDOT for design at state and county intersections.
3. Field Reconnaissance – The ENGINEER shall conduct field reconnaissance and collect data including a photographic record (To be maintain in Engineer's Office) of notable existing features.
4. The ENGINEER shall plan and attend a document a Design Concept Conference (DCC). Personnel from the County and the State will participate. The conference will provide for a brainstorming session in which decision makers and technical personnel may discuss and agree on:
  - (a) Roadway and drainage design parameters
  - (b) Engineering and environmental Constraints
  - (c) Project Submittal Checklists
  - (d) Other issues as identified by the County

- (e) Identify any Design Exceptions and/or Waivers, if applicable
  - (f) Preliminary Construction Cost Estimates
  - (g) Pavement Design Report (To be prepared by TxDOT)
  - (h) Hydraulic Design
  - (i) Design Summary Form
  - (j) Typical Sections
5. Environmental Permits and Issues and Commitments (EPIC) Sheet - The ENGINEER shall complete the latest version of the EPIC sheets per the information provided by TxDOT. These sheets shall be signed, sealed and dated by the Engineer as indicated in the signature block. The final sheets shall be submitted for State Signature.
6. Update the January, 2007 Safety Improvement Study for SH 21 prepared by LAN to include recent information including TxDOT funding, further pavement degradation and recent development.

## **II. SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (Function Code 120)**

It is anticipated a Categorical Exclusion Document will be provided for this project.

1. The ENGINEER shall make an initial assessment of potential environmental impacts performed by a Technical Expert for environmental studies. Potential impacts shall be assessed on the basis of existing information available and site visits. Existing information used shall include soil maps, wetland maps, archeological site files, inventories of historic properties and sites, and other sources of available information relevant to the proposed transportation activity. The site visit shall be a preliminary reconnaissance of the study area to identify environmental concerns for which impacts are and are not likely to occur and for which environmental considerations is and is not needed.
2. The ENGINEER and the Technical Expert shall identify the environmental concerns for which impacts are and are not likely and for which environmental consideration is and is not needed. Activities performed to complete the NEPA process for a CE include:
  - (a) Participating, attending, and documenting public involvement;
  - (b) Performing early coordination with federal, state, and local agencies;
  - (c) Performing environmental services.
  - (d) Identifying impacts that can be expected for the Transportation Activity.
  - (e) Meeting with project designers to incorporate emerging environmental data into identification and modification of alternatives.
  - (f) Initial coordination with the resource agencies appropriate for the anticipated impacts. The documentation and coordination required to complete a determination of adverse affect for standing structures is not included in this work authorization.
  - (g) Additional tasks identified by the appropriate Technical Experts or the STATE as necessary to complete coordination with the appropriate resource agency(ies) to resolve coordination questions, such as determination of adverse affect, will be performed under a supplemental work authorization.
3. The ENGINEER shall have the Technical Expert produce the CE and supporting reports necessary to secure approvals and required permits. The work will be accomplished in accordance with the latest approved procedures and standards for each environmental area.

4. The ENGINEER and/or Technical Expert shall not perform environmental field studies on privately owned land without written consent signed by the landowner. If work is to be conducted on private property, the ENGINEER shall contact the COUNTY to secure written permission from the landowner and inform the Engineer of scheduled dates for entry onto privately owned land.
5. The ENGINEER and the Technical Expert will be given General Specifications for preparation of the CE including format and content as well as direction of the appropriate issues and resources to be considered for all efforts and coordinate with the STATE'S environmental section.
6. Public Involvement – The ENGINEER shall provide technical assistance and participate in one public meeting on the project. The ENGINEER shall provide a maximum of two roll plots depicting the project work and limits as necessary to support the County with this public involvement activity. The County will obtain the appropriate forum, advertising and notification. The Engineer will prepare the presentation and any hand outs in English only, monitor tables and document this public involvement.
7. The ENGINEER shall develop and submit a summary of all public meetings relating to the proposed transportation activity based upon information received as a result of public involvement. The information shall be sufficiently detailed to provide a basis for incorporating all pertinent information gathered at public meetings into the environmental document.

#### **Assumptions for Scope and Budget**

1. A 404 Nationwide Permit can be obtained for the project, if necessary. An Individual Permit and/or wetland permitting and/or mitigation planning will be conducted under an additional scope and budget, if required;
2. Presence/absence surveys for endangered species will be conducted under an additional scope and budget, if required;
3. A data list search for potential HazMat issues will be conducted for the CE. A Phase I or II Environmental Site Assessment for Petroleum and Hazardous Substance will be conducted under an additional scope and budget, if required; and
4. An initial assessment of potential historic and archeological resources is included with the CE. Surveying, testing, mitigation, and/or additional coordination of any potential cultural resource sites will be addressed under a separate scope and budget.

### **III. RIGHT-OF-WAY DATA (Function Code 130)**

#### **Utility Coordination**

1. The ENGINEER shall perform a Level D SUE Record Research for the limits of the project that will include:
  - (a) Identifying utility owners affected by the project and perform record research with each to obtain the most up to date as built information available. Source of information contacted during this record research include: one-call center, private utility owner as-builts, construction drawings, verbal recollections, conduit maps, state and local permits, and field evidence.

- (b) Preparing SUE Plan Sheets depicting all record information for both existing and proposed utilities as provided by the private utility owners. A contact list for each affected utility will be developed and included in the plan set.
2. The ENGINEER shall develop potential utility conflicts from the Level D SUE and coordinate with appropriate agencies to provide this potential conflict information. Potential conflicts will be recorded on individual utility packets. These packets will be provided to agency at 30%, 60%, & 90% submittals. The ENGINEER will not provide drawings for proposed utility adjustments and they will not be shown in the final construction drawings. Any plan preparation, cost estimates and schedules associated with any utility adjustments will be the responsibility of each agency. All utility agreements, drawings and documents necessary for permitting and reimbursement purposes will be provided by the COUNTY. The ENGINEER will not be responsible for overseeing the construction of utility adjustments.
  3. Each Utility Agency will confirm the Utility Conflicts and develop proposed adjustments accordingly.
  4. Any additional required SUE information above a Level D will be identified and requested by the ENGINEER. SUE data will be provided by Utility Owner to the extent possible.
  5. Existing Utility Layouts - The ENGINEER shall provide existing utility layouts and reference in background on all other pertinent drawings. Proposed Utilities will NOT be shown on Construction drawings.
  6. Existing Utilities will be shown on Cross Sections at assumed depths.

#### **Right of Way Mapping**

1. Although not anticipated, the ENGINEER shall be responsible for the surveying and right of way mapping necessary for the development of the field notes for the right of way and/or necessary easement acquisitions. Right of way maps shall be developed in accordance with TxDOT standards for right of way mapping.

#### **IV. FIELD SURVEYING AND PHOTOGRAMMETRY (Function Code 150)**

1. The SURVEYOR shall verify the benchmark coordinates provide by TxDOT and establish the horizontal and vertical control for the project.
2. The SURVEYOR shall:
  - (a) Obtain any Right of Entry needed for the project team, including environmental (as required) and geotechnical, short of litigation.
  - (b) Stake project baseline: The project baseline shall be coincidental with or parallel to, the stationed "Design Centerline." Base line control points shall be established using 15M(ASTM) (5/8 inch) iron rods, 36 inch long at PC's and PI's and PT's of horizontal curves and at 1000 feet maximum intervals on tangents. If available, coordinate to field tie to the project baselines set by adjacent Engineers for consistency and accuracy.
  - (c) Vertical Control: Locate previously set benchmarks established by the STATE; establish benchmark circuit (run levels) throughout the project; establish additional benchmarks at intervals



not to exceed 1,000 feet for the limits of the project; tie benchmarks (station/offset) to project baseline. Benchmarks shall be 20M(ASTM) (3/4 inch) diameter, 48 inches long, located near the existing ROW line at a measured distance. All benchmarks circuits shall be tied to the state's elevation datum. Perform the benchmark circuits in accordance with good surveying practice. The SURVEYOR shall verify the closure and submit adjustments to the STATE for approval prior to beginning the field surveys. Provide 8 1/2" X 11" location sketches of horizontal and vertical benchmarks. Also, provide 11"X17" overall sketch showing bearings and distances between control monuments (benchmarks) and tied benchmarks (i.e. HCFC, FEMA, GPS point, etc.) These sketches shall be signed, sealed and dated by a RPLS.

- (d) Provide DTM with break lines for use in Geopak and Microstation V8 format. An electronic 2D and 3D file will be provided with Text on discrete levels and in accordance to the ENGINEER'S CADD requirements.
- (e) Profile and cross section intersecting streets and driveways (To 50' outside ROW for driveways and 300' for intersecting streets and 500' for intersecting streets more than 2 lanes wide.) for tie into project.
- (f) Obtain profiles of existing drainage facilities for 200 ft. outside of ROW. Cross section drainage channels at both proposed ROW line. For major channels, cross section channels for 200' outside of right of way.
- (g) Tie existing underground and overhead utilities (Location, elevation, size and direction, flowline and soffit.)
- (h) Provide temporary signs, traffic control, flags, safety equipment, etc. and obtain necessary permits.
- (g) The SURVEYOR shall control traffic in and near surveying operations adequately to comply with the latest edition of the TMUCD. In the event field personnel must divert traffic or close traveled lanes, a Traffic Control Plan shall be prepared by the Engineer's surveyor and approved by the STATE prior to commencement of field work. A copy of the approved plans shall be in the possession of field personnel on the job site at all times and shall be made available to State Personnel upon request.

## **V. ROADWAY DESIGN CONTROLS (Function Code 160)**

### **1. Geometric Design**

- (a) Horizontal and Vertical Alignment - The ENGINEER shall use TxDOT 3R design criteria for roadway profile and cross streets. Plan and Profile sheets shall be provided at a scale of 1"=100 feet.
- (b) Typical Sections - The ENGINEER shall refine the existing and proposed typical sections to conform to project conditions. Typical sections shall be prepared Not to Scale (NTS).
- (c) Pavement Design - TxDOT shall provide the pavement design for the associated projects. This to include widening areas of SH 21, overlay and side streets and any temporary pavement that may be required.
- (d) Design Cross Sections - The ENGINEER shall prepare cross section at scale of 1" = 20'. Cross sections shall be created at 100-foot increments through the project, and at cross drainage structures, intersection beginning and ending radii, and other significant features. Annotations should include at a minimum existing/proposed ROW, side slopes front and back, profile control and horizontal control.
- (e) Determine Cut and Fill - The ENGINEER shall determine the quantities of cut and fill.

### **2. Other Design Elements**



The ENGINEER shall develop a PS&E plan set (11" x 17") based on the exhibits included in the *SAFETY IMPROVEMENTS STUDY State Highway 21*. The PS&E plan set will be prepared for letting.

- (a) Project Title Sheet - The ENGINEER shall prepare a title sheet to be used for construction plans. A supplemental index sheet will follow the title sheet.
- (b) Project Layout Sheets - The ENGINEER shall prepare Project Layout Sheets at a scale of 1" = 400' (preferred) or 1" = 200' which will clearly indicate the limits of the entire project.
- (c) Plan & Profile Sheets - The ENGINEER shall prepare Plan & Profile Sheets at a scale of 1" = 100'.
- (d) Horizontal Curve Data & Alignment Sheets - The ENGINEER shall prepare alignment data sheets, which depict the horizontal and vertical control.
- (f) Survey Data Sheet will be provided by Surveying Sub Consultant and shall provide horizontal and vertical control data.
- (g) Existing Condition/Removal Sheets - The ENGINEER shall prepare existing condition/removal sheets at a scale of 1"=100' to quantify any removals for the project.
- (h) Roadway and Driveway Detail Sheets - The ENGINEER shall prepare roadway detail sheets at a scale of 1" = 50'.
- (f) Intersection Layout Sheets - The ENGINEER shall develop intersection layout sheets for the project at a scale of 1" = 50 feet. The layouts will show horizontal and vertical control, curb returns, transition criteria, lane configuration and dimensions.

#### VI. DRAINAGE (Function Code 161)

- 1. Data Collection - The ENGINEER will be responsible for performing record research and obtaining existing information, including construction plans.
  - (a) Collect data on drainage facilities and issues which may impact drainage design.
  - (b) Conduct a field investigation of the proposed roadway alignment and the surrounding area to determine field conditions.
  - (c) Obtain construction plans for SH 21 within the project limits and abutting TxDOT and County Roads.
  - (d) Obtain drainage studies, reports, and mapping for the project area, including reports for developments affecting the drainage area.
- 2. Cross Drainage Analysis - The ENGINEER shall analyze existing and proposed conditions for cross drainage structures. This scope assumes no bridge-class culverts.
  - (a) Establish drainage areas for each cross drainage system.
  - (b) Develop peak flow rates for the 25, and 100-year storm events. The Rational Method will be used for drainage areas 200 acres and less. The TxDOT rural regression equations will be used for drainage areas over 200 acres.
  - (c) All cross drainage analysis will be accomplished using Culvert THYSYS.
  - (d) The following drainage criteria will be implemented:
    - o TxDOT Hydraulic Design.
    - o Design Frequency Selection Table Chapter 3.
    - o Design Basis will reflect the functional classification.
    - o Check all cross drainage structures for the 100-year storm.
- 3. Open Ditch Drainage -The ENGINEER shall analyze the open ditches as needed to convey a 10 yr desirable flow. Ditches will be checked at periodic points such as driveways and side steets.

This information will not be included in the plans but provided as Engineering documentation.  
Exclusions:

- (a) Storm water quality.
- (b) No Detention or impact analysis to downstream properties will be analyzed.

4. Drainage Plans shall include:

- (a). Drainage Area Map - The ENGINEER shall prepare a drainage area map at a scale of 1" = 100 feet or 1" = 200 feet as necessary to fit on standard sheets.
- (b) Culvert Layouts will be prepared for each culvert to a Scale of 1"=50'.
- (c) Hydraulic Computations for culverts plans - Hydraulic computations for PS&E include the use of hydraulic computer programs as directed by TxDOT. These include Texas Hydraulic System (THYSYS). Calculations will be in accordance with design criteria adopted by TxDOT. The ENGINEER will perform necessary hydraulic computations for the design of cross culverts. Calculations will be included in the plans.
- (d) Driveway Culverts will be summarized in table format showing flowlines and slopes.

5. SW3P Layouts - The ENGINEER shall prepare SW3P layouts in accordance with TCEQ requirements to a scale of 1"=50'.

6. SW3P Narrative - The ENGINEER shall prepare the SW3P Narrative.

**VII. SIGNING, MARKINGS & ILLUMINATION (Function Code 162)**

- 1. Signing and Marking Layout - All signing and pavement marking will be shown on plan sheets in accordance with TxMUTCD.
- 2. Sign Details - The ENGINEER shall detail all non-standard signs or marking details required for the project. TxDOT standards shall be utilized whenever possible.
- 3. Signals - There are no signals or illumination for this project.

**VIII. MISCELLANEOUS (Function Code 163)**

- 1. Sequence of Construction - The ENGINEER will prepare a sequence of construction for the individual projects. After review by TxDOT and the COUNTY, comments will be incorporated for the final PS&E and the detailed traffic control plans will then be prepared.
- 2. Traffic Control Plan - The ENGINEER will prepare detailed traffic control plans based on the approved overall sequence of construction. TxDOT construction standards will be incorporated into the traffic control plans.
- 3. Construction Schedule - The ENGINEER shall prepare a construction schedule, which will identify the major items of work for the construction project. Construction schedule will be utilized in determination of overall construction duration.

4. Road Closure Exhibits – If applicable, the ENGINEER will prepare an exhibit of the roadway closure, including a narrative, for submission to TxDOT for approval of the closure.
5. Compute and Tabulate Quantities - The ENGINEER shall compute all quantities that are required for pay items, and those quantities identified by TxDOT as necessary for inclusion for contractor's information only. Quantities will be shown in both the plans and bid manual.
6. Specifications and General Notes - TxDOT shall furnish an electronic listing of the current general notes, standard specifications, and special specifications that will be utilized for the project. The ENGINEER will prepare any special specifications and will work with TxDOT to identify the applicable general notes.

## **IX. BIDDING PHASE SERVICES**

1. Prepare project manual for bidding. Other contract documents as well as bid advertising shall be prepared by the COUNTY.
2. Attend the pre-bid meeting and furnish construction documents to prospective bidders.
3. Respond to bidder's questions during the bid period.
4. Prepare and distribute project addenda during bid period.
5. Analyze contractor bids, prepare bid tabulation, check references and make recommendation for award to the apparent low bidder.
6. Furnish construction documents to awarded contractor.
7. Attend the pre-construction conference.
8. Construction Phase Services other than listed above is not part of this scope of services.

## **DELIVERABLES**

### **Deliverable Requirements:**

1. All contract documents, including hard copies and electronic files, shall be turned over to the COUNTY and TxDOT at the completion of the project. All plans will be 11"X17".
2. Preliminary Environmental Document (CE) will be submitted shortly after 30% plan submittal. Final document resubmitted between 60% and 90%.
3. Five (5) paper sets for 30%, 60%, and 90% design submittals will be provided. The 100% design submittal shall include one (1) set of mylar prints. TxDOT PS&E paperwork will be furnished at the 90% and 100% submittals, and furnished with the bid documents
  - (a) The 30% submittal shall include the following:
    - Title Sheet
    - Index of Sheets
    - Typical Sections
    - Sequence of Work Outline for Traffic Control
    - Plan & Profile
      - DTM and/or topographic data
      - Proposed geometric design elements
      - Proposed hydraulic layout
    - Utility Layouts
      - List of utilities located on the project

- Potential Conflicts identified.
  - Drainage Area Map
    - Hydrologic Data
    - Hydraulic Design
  - Preliminary Cross-Sections (100-ft and culvert locations) 11" x 17"
  - Preliminary Supporting Documents
    - Engineers Estimate
    - Form 1002
- (b) The 60% submittal shall include the revised/ complete sheets from the 30% submittal and the following:
  - Index of Sheets – Updated
  - Typical Sections – Updated
  - Preliminary Traffic Control Plan & Sequence of Work
  - Quantity sheets – 60% quantities
  - Plan & Profile
    - Proposed drainage structures ( identified/labeled)
    - Applicable bid items quantified
    - Identification and labeling of topographic features to be removed, replaced, or remain
    - Identification and labeling of proposed improvements
  - Utility Layouts – Updated
    - List of utilities located on the project
    - List of anticipated dates of utility adjustments and associated correspondence with utility owner or company justifying the required adjustments and schedule. Each agency will provide construction drawings, estimate and schedule. The construction drawings will not be incorporated into LAN's PS&E package unless otherwise contracted.
  - Hydrologic/Hydraulic Data Sheets
    - Final hydrologic data/hydraulic design-all drainage structures
  - Cross-sections (100-ft station and culvert locations) 11"X17"
  - Preliminary Signing and Pavement Markings Layout
  - Driveway Details
  - Preliminary SW3P Layouts and Narrative
- (c) The 90% Submittal shall include the revised / completed sheets from the 60% submittal and the following:
  - Index of Sheets – Final
  - Typical Sections – Final
  - Quantity Layouts – Final
  - Utility Layouts – Final
    - List of utilities located if applicable
    - List of anticipated dates for utility adjustments and associated correspondence with utility owner or company justifying the required adjustments and schedule. Each agency will provide construction drawings, estimate and schedule. The construction drawings will not be incorporated into LAN's PS&E package unless otherwise contracted.
  - Final Cross-Sections (100-ft and culvert locations) 11"X17"
  - Final Signing and Pavement Markings Layouts
  - Final Miscellaneous Roadway Details
  - Final SW3P Layouts and Narrative
  - Standards

- Final supporting Documents
  - Estimate – Updated
  - Form 1002
  - Special Specifications, Form 1814 (Status)
  - Specifications List
  - General Notes
  - Certifications
  - Construction Time Determination
  - Construction Manual

(d) The 100% submittal shall include the revised/ completed sheets from the 90%

4. Design schedule shall be updated and furnished with each review submittal

#### **REFERENCES**

1. P.S.& E. Preparation Manual (TxDOT) - Online
2. Project Development Policy Manual (TxDOT) – Online
3. Project Development Process Manual (TxDOT) – Online
4. Roadway Design Manual (TxDOT) – Online
5. P.S.& E. Preparation Guide (TxDOT Austin District)
6. Hydraulic Design Manual (TxDOT) - Online
7. Standard Specifications for Highway Bridges (AASHTO)
8. Standard Specifications for Construction of Highways, Streets, and Bridges (TxDOT)
9. Special Provisions and Special Specifications (TxDOT)
10. A Policy on Geometric Design of Highways and Streets (AASHTO)
11. Texas Manual on Uniform Traffic Control Devices (TxDOT)
12. Standard Highway Sign Designs for Texas (TxDOT)
13. Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals (AASHTO)

Highway: SH 21  
 Limits: At CR 127 (High Rd.)  
 Length: 0.30 Miles  
 County: Hays

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Exhibit C- Work Schedule

Task Description	1 (Month)		2		3		4		5		6		7		8		9		10																									
	Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40			
Notice to Proceed January 26, 2009																																												
Function Code 110																																												
Design Concept Conference																																												
Function Code 120																																												
Environmental Document Preparation																																												
Environmental Document Review																																												
Environmental Document Approval																																												
Public Meeting Advertising																																												
Public Meeting and Incorporation in Document																																												
Function Code 130																																												
Level D SUE																																												
Utility Coordination																																												
Utility Relocation																																												
Function Code 150																																												
Topographic Survey																																												
Function Codes 160, 161, 162 & 163																																												
30% PS&E Submittal																																												
Review (3 weeks County & 3 Weeks TxDOT concurrent)																																												
60% PS&E Submittal																																												
Review (3 weeks County & 3 Weeks TxDOT concurrent)																																												
90% PS&E Submittal																																												
Review (3 weeks County & 3 Weeks TxDOT concurrent)																																												
Finalize PS&E, Prepare Bid Documents																																												
Advertise for Bids																																												



Highway: SH 21  
 Limits: At CR 127 (High Rd.)  
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**Exhibit D - Fee Schedule**  
**Basic Engineering Services**

Firm	Labor Cost	Reimbursable Expenses	Total Cost
Lockwood Andrews & Newnam, Inc.	\$ 216,255.00	\$ 2,700.00	\$ 218,955.00
Cobb Fendley & Associates	\$ 4,210.00		\$ 4,210.00
Total Basic Services			\$ 223,165.00

**Additional Engineering Services**

Firm	Labor Cost	Reimbursable Expenses	Total Cost
Cobb Fendley & Associates	\$ 5,136.00	\$ 6,570.00	\$ 11,706.00
Loomis Partners	\$ 19,780.00	\$ 60.00	\$ 19,840.00
Total Additional Services			\$ 31,546.00

Highway: SH 21  
Limits: At CR 127 (High Rd.)  
Length: 0.30 Miles  
County: Hays

Hays Contract PT 2007

Work Authorization No. 3

Exhibit D - Fee Schedule  
Basic Engineering Services

Task	Project Principal	Senior Project Mgr	Senior Engineer	Project Engineer	Graduate Engineer	Senior Designer	CADD Operator	Clerical	Total Hours
<b>I. Route and Design Studies (110)</b>									
Data Collection	\$200.00	\$160.00	\$145.00	\$120.00	\$90.00	\$90.00	\$70.00	\$80.00	
Field Reconnaissance	0	2	4	4	0	8	0	0	14
Plan and Attend DCC	0	2	4	4	0	4	0	0	10
EPIC Sheet	0	8	8	8	12	0	0	0	36
Update Feasibility Report	0	2	0	0	0	4	0	0	6
Subtotals: Man Hours	0	40	60	80	120	120	0	80	66
Subtotals: Contract Cost	\$200.00	\$160.00	\$145.00	\$120.00	\$90.00	\$90.00	\$70.00	\$80.00	
<b>II. Social, Economic, &amp; Environmental Studies (120)</b>									
Initial Assessment	\$0.00	\$8,640.00	\$11,020.00	\$10,660.00	\$12,240.00	\$90.00	\$0.00	\$4,800.00	
Prepare CE Document	0	2	0	0	0	8	8	0	18
Socio economic Issues	0	0	0	0	0	48	0	0	48
-Air	0	0	0	0	0	12	0	0	12
-Noise	0	0	0	0	0	3	0	0	3
-Biological Issues	0	0	0	0	0	3	0	0	3
-Water Quality & Wetlands	0	0	0	0	0	16	0	0	16
-Historic and Architectural	0	0	0	0	0	12	0	0	12
-Field Work	0	0	0	0	0	12	0	0	12
-Attend and Summarize Public Meeting	0	0	0	0	0	24	0	0	24
Technical Assistance Public Meeting	0	8	16	16	0	16	16	0	56
Subtotals: Man Hours	0	10	16	0	0	166	24	0	216
Subtotals: Contract Cost	\$200.00	\$160.00	\$145.00	\$120.00	\$90.00	\$90.00	\$70.00	\$80.00	
<b>III. Right-of-Way &amp; Utilities (130)</b>									
Utility Packages	\$0.00	\$1,600.00	\$2,320.00	\$0.00	\$0.00	\$14,940.00	\$1,680.00	\$0.00	
Utility Coordination	0	8	8	8	48	48	0	0	120
Subtotals: Man Hours	0	8	16	0	0	24	0	0	48
Subtotals: Contract Cost	\$0.00	\$160.00	\$145.00	\$120.00	\$90.00	\$90.00	\$70.00	\$80.00	
<b>IV. Roadway Design Controls (160)</b>									
H & V Alignment	\$200.00	\$2,560.00	\$3,480.00	\$960.00	\$4,320.00	\$6,480.00	\$0.00	\$0.00	
Typical Sections	0	16	24	8	48	72	0	0	168
Incorporate Pavement Design	0	2	4	0	4	0	4	0	14
Design Cross Sections	0	1	2	0	4	0	4	0	11
Earthwork Cross Sections	0	1	0	0	0	2	0	0	3
Title Sheet & Index of Sheet	0	2	0	16	40	20	0	0	78
Project Layout	0	0	0	4	4	0	0	0	8
Plan Profile Sheets	0	0	0	0	0	0	12	0	12
Horizontal Curve & Data Sheets	0	8	8	16	32	80	8	0	144
Obtain Survey Control Sheet and Insert	0	0	0	2	0	0	4	0	6
Removal Sheets	0	0	0	0	0	2	0	0	2
Driveway Details	0	0	0	2	8	30	8	0	40
Roadway Details	0	0	1	2	8	12	0	0	23
Intersection Layouts	0	2	2	8	8	20	0	0	40
Subtotals: Man Hours	0	16	17	52	112	166	40	0	403
Subtotals: Contract Cost	\$200.00	\$160.00	\$145.00	\$120.00	\$90.00	\$90.00	\$70.00	\$80.00	
Subtotals: Contract Cost	\$0.00	\$2,560.00	\$2,485.00	\$6,240.00	\$10,080.00	\$14,940.00	\$2,800.00	\$0.00	

County: Hays

**Exhibit D - Fee Schedule**  
**Basic Engineering Services**

Task	Project Principal	Senior Project Mgr	Senior Engineer	Project Engineer	Graduate Engineer	Senior Designer	CADD Operator	Clerical	Total Hours
<b>III. Drainage (161)</b>									
Hydrologic Studies, Discharges	0	0	4	16	12	16	0	0	48
Hydraulic Design and Documentation	0	0	4	16	0	0	0	0	20
Culvert Layout	0	0	2	1	0	24	0	0	27
Driveway Culverts	0	0	2	4	0	24	0	0	30
Ditch Design	0	0	2	4	12	24	0	0	42
Storm Water Pollution Prevention Plan (SW3P)	0	4	0	0	0	8	0	0	12
SW3P Plan Layout	0	0	0	4	0	40	0	0	44
Subtotals: Man Hours	0	4	14	45	24	136	0	0	223
Subtotals: Contract Cost	\$200.00	\$160.00	\$145.00	\$120.00	\$90.00	\$90.00	\$70.00	\$60.00	
	\$0.00	\$640.00	\$2,030.00	\$5,400.00	\$2,160.00	\$12,240.00	\$0.00	\$0.00	
<b>IV. Signing, Pavement Markings &amp; Signalization (162)</b>									
Signing & Pavement Marking Layouts	0	2	2	2	4	48	0	0	58
Small Sign Summary	0	0	2	2	2	24	0	0	30
Sign Details	0	0	0	2	2	24	0	0	28
Subtotals: Man Hours	0	2	4	6	8	96	0	0	116
Subtotals: Contract Cost	\$200.00	\$160.00	\$145.00	\$120.00	\$90.00	\$90.00	\$70.00	\$60.00	
	\$0.00	\$320.00	\$680.00	\$720.00	\$720.00	\$8,640.00	\$0.00	\$0.00	
<b>V. Miscellaneous (Roadway) (163)</b>									
Sequence of Work/Traffic Control Typical Sections		2	2	2	8	32	0	0	46
Traffic Control Layouts	0	2	8	2	16	48	0	0	76
Construction Schedule	0	0	2	0	0	16	0	0	18
Construction Cost Estimate	0	4	4	0	12	16	0	0	36
Road Closure Exhibits	0	4	0	0	0	8	0	0	12
Compute and Tabulate Quantities	0	4	4	0	12	32	0	0	52
Gen Notes, Specs and Cons. Manual	0	4	0	4	8	24	0	0	40
Prepare project Manual	0	4	16	0	0	60	0	0	80
Attend Pre-Bid Meeting	0	4	8	0	0	0	0	0	12
Respond to Bidders Questions	0	4	8	0	0	8	0	0	20
Analyse Bid, prepare tabulation, make recommendation	0	4	16	0	0	16	0	0	36
Attend Pre-Con meeting	0	4	4	0	0	0	0	0	8
Subtotals: Man Hours	0	40	72	8	56	260	0	0	436
Subtotals: Contract Cost	\$200.00	\$160.00	\$145.00	\$120.00	\$90.00	\$90.00	\$70.00	\$60.00	
	\$0.00	\$6,400.00	\$10,440.00	\$960.00	\$5,040.00	\$23,400.00	\$0.00	\$0.00	

County: Hays

Exhibit D - Fee Schedule

Basic Engineering Services

Task	Project Principal	Senior Project Mgr	Senior Engineer	Project Engineer	Graduate Engineer	Senior Designer	CADD Operator	Clerical	Total Hours
Totals for Function Code 130	0	16	24	8	48	72	0	0	168
Totals for Function Code 160	0	16	17	52	112	166	40	0	403
Totals for Function Code 161	0	4	14	45	24	136	0	0	223
Totals for Function Code 162	0	2	4	6	8	96	0	0	116
Totals for Function Code 163	0	40	72	8	56	260	0	0	436
<b>Grand Totals: Man Hours</b>	<b>0</b>	<b>78</b>	<b>131</b>	<b>119</b>	<b>248</b>	<b>730</b>	<b>40</b>	<b>0</b>	<b>1,346</b>
<b>Contract Rate</b>	<b>\$200.00</b>	<b>\$160.00</b>	<b>\$145.00</b>	<b>\$120.00</b>	<b>\$90.00</b>	<b>\$90.00</b>	<b>\$70.00</b>	<b>\$60.00</b>	
<b>Grand Totals: Contract Cost</b>	<b>\$0.00</b>	<b>\$12,480.00</b>	<b>\$18,995.00</b>	<b>\$14,280.00</b>	<b>\$22,320.00</b>	<b>\$65,700.00</b>	<b>\$2,800.00</b>	<b>\$0.00</b>	

Breakdown of Costs for Basic Engineering Services

Function Code	Total Hours	Contract Cost							
Totals for Function Code 110	66	\$59,140.00							
Totals for Function Code 120	216	\$20,540.00							
Totals for Function Code 130	168	\$17,800.00							
Totals for Function Code 160	403	\$39,085.00							
Totals for Function Code 161	223	\$22,470.00							
Totals for Function Code 162	116	\$10,980.00							
Totals for Function Code 163	436	\$46,240.00							
Direct Expenses									
Level D SUE (Cobb Fendley)			1 LS		\$4,210.00	Intersection		\$4,210.00	
Plotting & Reproduction			150 SF at		\$0.50 / SF			\$75.00	
Air Fare (Environmental)			2 Ea.		\$200.00 / Trip			\$400.00	
Document Printing			3000 Sheets at		\$0.15 / Sheet			\$450.00	
Mylar (11x17)			100 Sheets at		\$1.25 / Sheet			\$125.00	
Mileage			1000 Miles at		\$0.50 / Mile			\$500.00	
Plans For Bidding & Project Manual			10 Set		\$65.00 / Set			\$650.00	
Materials/Courier			10 LS		\$50.00 / Each			\$500.00	
<b>Project Totals</b>	<b>1628</b>	<b>\$216,255.00</b>						<b>\$6,910.00</b>	
<b>Total Maximum Fee for Basic Engineering Services</b>									<b>\$223,165.00</b>

Highway: SH 21	Hays Contract PT 2007
Limits: At CR 127 (High Rd.)	Work Authorization No. 3
Length: 0.30 Miles	
County: Hays	
<p align="center">Exhibit D - Fee Schedule            Budget/Rates - Additional Services            Cobb Fendley &amp; Associates, Inc.</p>	

### Breakdown of Costs for Additional Engineering Services

Function Code 130	Total	Unit	Rate	Unit	Contract Cost
<b>Direct Expenses</b>					
Level B- Designation (Without Level C&D)					
Level A - Location (Non Destructive Excavation)	1000	LF	\$1.35	/LF	\$1,350.00
Vertical Depth 0'-5'					
Vertical Depth 5' - 8'	2	hole	\$1,075.00	/Hole	\$2,150.00
Vertical Depth 8' - 13"	1	hole	\$1,390.00	/Hole	\$1,390.00
	1	hole	\$1,680.00	/Hole	\$1,680.00
<b>SUBTOTAL</b>					\$6,570.00
<b>Labor Expenses</b>					
SUE Technician (With Equipment)	16	Hour	\$90.00	/Hr	\$1,440.00
Locating (With Equipment & 2 technicians)	8	Hour	\$315.00	/Hr	\$2,520.00
Designating & Traffic Control Vehicles	120	Mile	\$3.30	/Mile	\$396.00
Location Vehicles	120	Mile	\$6.50	/Mile	\$780.00
<b>SUBTOTAL</b>					\$5,136.00
<b>Project Totals</b>					\$11,706
<b>Total Maximum Fee for Additional Services</b>					<b>\$11,706.00</b>



Highway: SH 21	Hays Contract PT 2007 --
Limits: At CR 127 (High Rd.)	Work Authorization No. 3
Length: 0.30 Miles	
County: Hays	
<p align="center">Exhibit D - Fee Schedule Budget/Rates - Additional Services Loomis Partners</p>	

Breakdown of Costs for Additional Engineering Services - Topographic @ ROW Surveying						
Function Code 150	Total	Unit	Rate	Unit	Contract Cost	
Direct Expenses						
Mileage	120	Mile	\$0.50	/Mile	\$60.00	
Labor Expenses						
RPLS/Sr. Project Manager	24	Hour	\$130.00	/Hr	\$3,120.00	
Surveying Proj Mgr.	24	Hour	\$90.00	/Hr	\$2,160.00	
Survey Technician III, SIT	40	Hour	\$80.00	/Hr	\$3,200.00	
Survey Technician II	0	Hour	\$70.00	/Hr	\$0.00	
Survey Technician I	20	Hour	\$60.00	/Hr	\$1,200.00	
Clerical Support	24	Hour	\$50.00	/Hr	\$1,200.00	
2 Person Survey Crew	0	Hour	\$130.00	/Hr	\$0.00	
3 Person Survey Crew	40	Hour	\$160.00	/Hr	\$6,400.00	
Additional Rodperson, Flag person, etc.	40	Hour	\$45.00	/Hr	\$1,800.00	
GPS Field Operator w/ Equipment	8	Hour	\$80.00	/Hr	\$640.00	
SUBTOTAL					\$19,780.00	
Total Maximum Fee for Additional Services					\$19,780.00	



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Discussion and possible action to accept the annual racial profile report from Constable Precinct 3**

**CHECK ONE:**            ☒ **CONSENT**        ☐ **ACTION**            ☐ **EXECUTIVE SESSION**  
                                 ☐ **WORKSHOP**        ☐ **PROCLAMATION**        ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: January 27, 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Constable Darrell Ayres**

**SPONSORED BY: Commissioner Will Conley**

**SUMMARY:**



**DARRELL W. AYRES**  
**CONSTABLE**  
**HAYS COUNTY PRECINCT 3**



**Annual Report To The Hays County Commissioners Court for The calendar year 2008, in compliance with S.B. 1074 - 76<sup>th</sup> regular Session of the Texas Legislature. (Racial Profiling Report)**

Race/Ethnicity*	Contacts	Searches	Consensual Searches	Probable Cause Searches	Custodial Arrest*
Number of each					
Caucasian	127	3	1	2	3
African	1	0	0	0	0
Hispanic	23	3	2	1	1
Asian	0	0	0	0	0
Native American	0	0	0	0	0
Other	1	0	0	0	0
Total	152	6	3	3	4

\*Race/Ethnicity are defined by Senate bill 1074 as being of a "particular decent, including: Caucasian, African, Hispanic, Asian, or Native American."

\*Arrests are arrests made only at a traffic or pedestrian stop. They do not include arrests made by warrants or court orders or criminal investigations.

Number of Males 89 Females 63

Information pertains to traffic and pedestrian stops only.

Submitted on 1/21, 2009 By Darrell W. Ayres  
 Constable

P.O. Box 1316 / 14306 Ranch Road 12, # 10, Wimberley, Texas 78676

Fax: 512-847-7352 Office: 512-847-5532 e-mail: darrell\_ayres@co.hays.tx.us

### Training

In compliance with the Texas Racial Profiling Law, the Pct. 3 Constables Office has asked that all its officers adhere to all Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements as mandated by law.

All officers from the this Department have been asked to complete a TCLEOSE training and education program on racial profiling not later than the second anniversary of the date the officer is licensed under Chapter 1701 of the Texas Occupations Code or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. A person who on September 1, 2001, held a TCLEOSE intermediate proficiency certificate, or who had held a peace officer license issued by TCLEOSE for at least two years, will complete a TCLEOSE training and education program on racial profiling not later than September 1, 2003.

This fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Training law.

### **Summary Statement**

The findings suggest that the Pct. 3 Constables Office does not currently experience a problem regarding racial profiling practices. This is supported by the fact that it has not received complaints from community members regarding officers misconduct associated with racial profiling practices.

The continuing effort to collect contact data will assure an on-going evaluation of this Departments practices. Thus, allowing for the citizens of the community to benefit from professional and courteous service from their Constables Office.

**Recommendations**

Based on the findings introduced in this report, the Constable has agreed to adopt the following measures aimed at addressing potential racial profiling problems:

- Provide further racial sensitivity training to its Constable personnel
- Disseminate information to all Deputies regarding the guidelines of behavior acceptable under the adopted Texas Racial Profiling Law
- Seek outside resources to implement an Early Warning System
- Keep Commissioners Court and other officials informed of measures being implemented at the Precinct 3 Constable's Office.



**DARRELL W. AYRES**  
**CONSTABLE**  
**HAYS COUNTY PRECINCT 3**

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2

Court

Street

78666

on

Chapter 1701 of the Operations Code and the Local Government Code 86.0021, I am  
of my fulfillment of this requirement. The code states that a person is not eligible to serve as  
person on or before the 270<sup>th</sup> day after the date the constable takes office, shall provide to  
of the county in which the constable serves, evidence that the constable has been issued a  
en officer license under this chapter.

my active Peace Officer license, along with a copy of my personal status report which  
of my completed continuing education courses. Further, I have attached an email from  
my license to be active. Thank you for reviewing this information. If you have further  
reached in my office at (512) 847-5532.

*Darrell W. Ayres*

ile

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P.O. Box 1316 / 14306 RR12, Suite 11, Wimberley, Texas 78676

Fax: 512-847-7352 Office: 512-847-5532 e-mail: darrell\_ayres@co.hays.tx.us



Darrell Ayres

---

From: Jobeth Alexander [jobetha@tcleose.state.tx.us]

Sent: Tuesday, January 20, 2009 9:25 AM

To: Darrell Ayres

Subject: rptPersonalInfoCA1IZ1PJ.pdf

Attachment: rptPersonalInfoCA1IZ1PJ.pdf

Attached to your personal stat report, you are in good standing.

Jobeth

## Texas Commission On Law Enforcement Officer Standards And Education

### Personal Information

TCLEOSE ID (P ID)	231533
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D	Birth	Citizen	Race	Gender
8			White	Male

F	ID	State ID
		9961053

### Education Information

	<b>Hours</b>	<b>Education</b>
	28	College Credits
<b>Total Hours</b>	<u>28</u>	
<b>Total Training Hours</b>	<u>560</u>	

## Service History

Position	Employed As	Department	Award	Service Start Date	Service End Date	Service Time
C		HAYS CO. CONST. PCT. 3	Peace Officer License	6/1/2005		3 years, 8 months
R	Peace Officer	HAYS CO. CONST. PCT. 3	Peace Officer License	8/14/2000	6/1/2005	4 years, 10 months
R	Peace Officer	HAYS CO. SHERIFF'S OFFICE	Peace Officer License	7/19/1999	8/11/2000	1 years, 1 months
R	Officer	HAYS CO. SHERIFF'S OFFICE	Peace Officer License	11/20/1998	7/19/1999	0 years, 8 months
J		HAYS CO. SHERIFF'S OFFICE	Jailer License	12/1/1997	8/11/2000	2 years, 8 months

### Total Service Time

	Service Time
3	3 years, 8 months
C	2 years, 8 months
J	5 years, 10 months
R	0 years, 8 months
F	10 years, 2 months

### Award Information

Type	Action	Action Date
License	Granted	12/5/1997
	End date in old system	12/15/1998

**Award Information**

	Type	Action	Action Date
Water License	License	Granted	12/1/1998
License	License	Granted	12/15/1998
Peace Officer	Certificate	Certification Issued	1/16/2001
Investigation Inspector	Certificate	Certification Issued	3/10/2003
Class Proficiency Certificate	Certificate	Certification Issued	8/28/2008

**Courses Completed**

09/01/2007 - 08/31/2009

Course Title	Course Date	Course Hours	Institution	Training Mandates
Spanish for Law Enforcement (Intermediate)	1/14/2009	24	Capital Area Council of Governments	Spanish for Law Enforcement (Intermediate) Spanish for Telecommunicators (Intermediate)
Child Abuse Prevention and Investigation (Interm.)	8/27/2008	24	Classen Buck Seminars, Inc.	Child Abuse Prevention and Investigation
Arrest, Search, and Seizure (Intermediate)	8/19/2008	16	Travis Co. Sheriff's Academy	Arrest, Search, and Seizure (Intermediate)
ARREST	8/14/2008	2	HAYS CO. CONST. PCT. 3 (Training Rosters)	
Special Investigator Certification Course	7/11/2008	24	Texas Municipal Police Association	Special Investigative Topics
	<b>Unit Hours</b>	<b>90</b>		

08/31/2007

Course Title	Course Date	Course Hours	Institution	Training Mandates
Security	7/31/2007	5	Texas State University: Center for Safe Communities	
Security	9/13/2006	3	Hays Co. Sheriff's Academy	
Security	6/23/2006	0	Sam Houston State University Criminal Justice Cent	Crisis Intervention Training Peace Officer Intermediate Options Peace Officer Intermediate Options 1987-01 Peace Officer Intermediate Options 2005-01 Peace Officer Intermediate Options 2006-01

## Courses Completed

08/31/2007

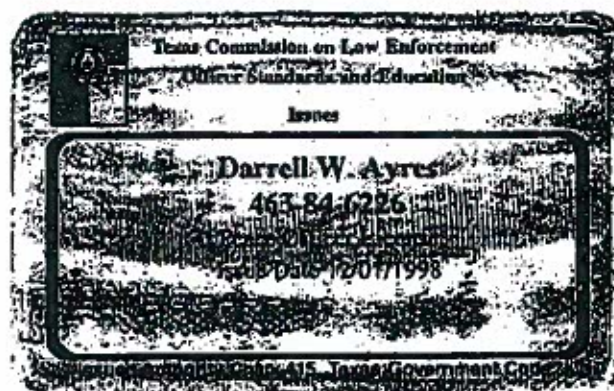
Course Title	Course Date	Course Hours	Institution	Training Mandates
Continuing	6/23/2006	40	Sam Houston State University Criminal Justice Cent	Crisis Intervention Training Peace Officer Intermediate Options 1987-01 Peace Officer Intermediate Options 2005-01 Peace Officer Intermediate Options 2006-01
	4/20/2006	20	Hays Co. Sheriff's Academy	
	2/6/2006	3	Hays Co. Sheriff's Academy	
	<b>Unit Hours</b>	<b>71</b>		

08/31/2005

Course Title	Course Date	Course Hours	Institution	Training Mandates
City	7/12/2005	8	Capital Area Council of Governments	Cultural Diversity
Investigative Topics	7/11/2005	8	Capital Area Council of Governments	Special Investigative Topics
Web with	7/7/2005	8	TCLEOSE POSEIT	Part 2 of 4 (POSEIT) Special Investigative Topics
Force Web w/	6/29/2005	8	TCLEOSE POSEIT	Part 1 of 4 (POSEIT) Special Investigative Topics
	3/30/2004	4	Capital Area Council of Governments	Identity Theft
	2/27/2004	24	San Marcos Police Academy	
Supervision	9/5/2003	8	Texas Association of Counties	
	<b>Unit Hours</b>	<b>68</b>		

08/31/2003

Course Title	Course Date	Course Hours	Institution	Training Mandates
	8/14/2003	5	Texas State University: Center for Safe Communities	
Less than Full	7/17/2003	8	Texas Department of Public Safety LEA	
on I - ICJS	3/7/2003	40	Texas State University: Center for Safe Communities	
Specialized	9/26/2002	24	Bexar Co. Sheriff's Academy	
Supervision	9/20/2002	100	Texas State University: Center for Safe Communities	
Asset Forfeiture	3/18/2002	6	Texas State University: Center for Safe Communities	Asset Forfeiture
Training	2/13/2002	20	Texas State University: Center for Safe Communities	Racial Profiling





**DARRELL W. AYRES**  
**CONSTABLE**  
**HAYS COUNTY PRECINCT 3**



January 20, 2009

On January 1, 2003, the Hays County Constables Office of Precinct 3 in accordance with the Texas Racial Profiling Law (S.B. No. 1074), has been collecting contact data for the purpose of identifying and (if necessary) to concerns regarding racial profiling practices. It is my hope that the findings in this report will serve as evidence that the Precinct 3 Constables office continues to strive towards the goal of maintaining strong relations with the community.

As the reader will encounter several sections designed at providing background information on the role and objectives of the Texas Racial Profiling Law. These sections contain information on the institutional policies adopted by the Precinct 3 Constables Office banishing the practice of racial profiling among its officers.

The components of this report provide statistical data relevant to the public contacts made during January 1/1/08 and 12/31/08. It is my sincere hope that the channels of communication between the community and the Precinct 3 Constables Office continue to strengthen as we move forward to meet the challenges of the near future.

Darrell W. Ayres  
Constable Pct. 3

P.O. Box 1316 / 14306 Ranch Road 12, # 10, Wimberley, Texas 78676

Phone: 512-847-7352 Office: 512-847-5532 e-mail: darrell\_ayres@co.hays.tx.us



### Community Partnerships

Though the Pct. 3 Constables Office has always enjoyed from the support of the community, since January 1, 2003, it has made extraordinary efforts to reach out to community leaders. This effort has been well received by the Wimberley, Woodcreek, and Wood community.

Pct. 3 Constables Office, through its Public Information Officer, has kept the community informed of the traffic contact data collection effort. Further, it plans to present the data analyzed, on or before March 1 of each year, to members of the Commissioners Court. This will be done in an effort to keep community leaders informed on the current practices of this office.

# DARRELL W. AYRES

## CONSTABLE

### HAYS COUNTY PRECINCT 3



To The Hays County Commissioners Court for The calendar year 2008, in compliance  
1074 - 76<sup>th</sup> regular Session of the Texas Legislature. (Racial Profiling Report)

Contacts	Searches	Consensual Searches	Probable Cause Searches	Custodial Arrest*
127	3	1	2	3
1	0	0	0	0
23	3	2	1	1
0	0	0	0	0
0	0	0	0	0
1	0	0	0	0
152	6	3	3	4

*defined by Senate bill 1074 as being of a "particular decent, including: Caucasian, Asian, or Native American."*

*are arrests made only at a traffic or pedestrian stop. They do not include arrests made by officers or criminal investigations.*

89 Females 63

tion pertains to traffic and pedestrian stops only.

1/21, 2009 By Darrell W. Ayres  
Constable

P.O. Box 1316 / 14306 Ranch Road 12, # 10, Wimberley, Texas 78676

512-847-7352 Office: 512-847-5532 e-mail: darrell\_ayres@co.hays.tx.us

compliance with the Texas Racial Profiling Law, the Pct. 3 Constables Office that all its officers adhere to all Texas Commission on Law Enforcement Standards and Education (TCLEOSE) training and the Law Enforcement Institute of Texas (LEMIT) requirements as mandated by law.

Officers from the this Department have been asked to complete a TCLEOSE education program on racial profiling not later than the second anniversary of the officer is licensed under Chapter 1701 of the Texas Occupations Code or the officer applies for an intermediate proficiency certificate, whichever date is later, for a person who on September 1, 2001, held a TCLEOSE intermediate proficiency certificate or who had held a peace officer license issued by TCLEOSE for at least two years. Officers must complete a TCLEOSE training and education program on racial profiling not later than September 1, 2003.

This is the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Training law.

**erv Statement**

findings suggest that the Pct. 3 Constables Office does not currently  
have a problem regarding racial profiling practices. This is supported by the fact  
that we have not received complaints from community members regarding officers  
that are associated with racial profiling practices.

The continuing effort to collect contact data will assure an on-going evaluation of  
department practices. Thus, allowing for the citizens of the community to  
receive professional and courteous service from their Constables Office.

**Recommendations**

In the findings introduced in this report, the Constable has agreed to adopt the measures aimed at addressing potential racial profiling problems:

Provide further racial sensitivity training to its Constable personnel

Disseminate information to all Deputies regarding the guidelines of behavior acceptable under the adopted Texas Racial Profiling Law

Seek outside resources to implement an Early Warning System

Keep Commissioners Court and other officials informed of measures being implemented at the Precinct 3 Constable's Office.

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Discussion and possible action to accept the evidence of compliance with Local Government Code 86.0021 from Constable Precinct 3.**

**CHECK ONE:**      ☒ **CONSENT**      ☐ **ACTION**      ☐ **EXECUTIVE SESSION**  
  
                         ☐ **WORKSHOP**      ☐ **PROCLAMATION**      ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: January 27, 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Constable Darrell Ayres**

**SPONSORED BY: Commissioner Will Conley**

**SUMMARY:**

**Local Government Code 86.0021 states that a person is not eligible to serve as a Constable unless the person on or before the 270<sup>th</sup> day after the date the Constable takes office, shall provide to the Commissioners Court for the county in which the Constable serves, evidence that the Constable has been issued a Permanent Peace Officer License under this Chapter.**





**DARRELL W. AYRES**  
**CONSTABLE**  
**HAYS COUNTY PRECINCT 3**

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January 21, 2009

Commissioners Court  
Hays County  
111 E. San Antonio Street  
San Marcos, Texas 78666

Dear Commissioners:

In compliance with Chapter 1701 of the Operations Code and the Local Government Code 86.0021, I am forwarding evidence of my fulfillment of this requirement. The code states that a person is not eligible to serve as a constable unless the person on or before the 270<sup>th</sup> day after the date the constable takes office, shall provide to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under this chapter.

Please find a copy of my active Peace Officer license, along with a copy of my personal status report which provides documentation of my completed continuing education courses. Further, I have attached an email from TLEOSE stating my license to be active. Thank you for reviewing this information. If you have further questions, I may be reached in my office at (512) 847-5532.

Sincerely,

A handwritten signature in cursive script that reads "Darrell W. Ayres".

Darrell W. Ayres  
Hays County Constable  
Precinct 3

---

P.O. Box 1316 / 14306 RR12, Suite 11, Wimberley, Texas 78676

Fax: 512-847-7352 Office: 512-847-5532 e-mail: darrell\_ayres@co.hays.tx.us

**Darrell Ayres**

---

**From:** Jobeth Alexander [jobetha@tcleose.state.tx.us]  
**Sent:** Tuesday, January 20, 2009 9:25 AM  
**To:** Darrell Ayres  
**Subject:** rptPersonalInfoCA1IZ1PJ.pdf  
**Attachments:** rptPersonalInfoCA1IZ1PJ.pdf

The attached is your personal stat report, you are in good standing.

Jobeth  
Alexander

1/20/2009

**Texas Commission On Law Enforcement Officer Standards And Education****Personal Information**

Name

D. BILLY W. AYRES

TCLEOSE ID (P ID)

231533

Date Of Birth	Citizen	Race	Gender
8/11/1997	Yes	White	Male

Federal ID	State ID
	9861053

**Education Information**

Hours	Education
28	College Credits
<b>Total Hours</b>	<b>28</b>
<b>Total Training Hours</b>	<b>580</b>

**Service History**

Appointed As	Department	Award	Service Start Date	Service End Date	Service Time
Constable	HAYS CO. CONST. PCT. 3	Peace Officer License	6/1/2005		3 years, 8 months
Regular Peace Officer	HAYS CO. CONST. PCT. 3	Peace Officer License	8/14/2000	6/1/2005	4 years, 10 months
Regular Peace Officer	HAYS CO. SHERIFF'S OFFICE	Peace Officer License	7/19/1999	8/11/2000	1 years, 1 months
Probation Officer	HAYS CO. SHERIFF'S OFFICE	Peace Officer License	11/20/1998	7/19/1998	0 years, 8 months
Jailer	HAYS CO. SHERIFF'S OFFICE	Jailer License	12/1/1997	8/11/2000	2 years, 8 months

**Total Service Time**

	Service Time
Constable	3 years, 8 months
Jailer	2 years, 8 months
Regular Peace Officer	5 years, 10 months
Probation Officer	0 years, 8 months
Total officer time	10 years, 2 months

**Award Information**

Type	Action	Action Date
Jailer License	License	
	Granted	12/5/1997
	End date in old system	12/15/1998

**Award Information**

	Type	Action	Action Date
Officer License	License	Granted	12/1/1998
License	License	Granted	12/15/1998
Peace Officer	Certificate	Certification Issued	1/16/2001
Convention Inspector	Certificate	Certification Issued	3/10/2003
Process Proficiency Certificate	Certificate	Certification Issued	8/28/2008

**Courses Completed**

09/01/2007 - 08/31/2009

Course Title	Course Date	Course Hours	Institution	Training Mandates
Spanish for Law Enforcement (Intermediate)	1/14/2009	24	Capital Area Council of Governments	Spanish for Law Enforcement (Intermediate) Spanish for Telecommunicators (Intermediate)
Child Abuse Prevention and Investigation (Interm.)	8/27/2008	24	Classen Buck Seminars, Inc.	Child Abuse Prevention and Investigation
Arrest, Search, and Seizure (Intermediate)	8/19/2008	16	Travis Co. Sheriff's Academy	Arrest, Search, and Seizure (Intermediate)
Civil Law	8/14/2008	2	HAYS CO. CONST. PCT. 3 (Training Rosters)	
Special Investigator Certification Course	7/11/2008	24	Texas Municipal Police Association	Special Investigative Topics
Unit Hours		90		

09/01/2005 - 08/31/2007

Course Title	Course Date	Course Hours	Institution	Training Mandates
Crisis Process	7/31/2007	5	Texas State University: Center for Safe Communities	
Elderly	9/13/2006	3	Hays Co. Sheriff's Academy	
(BPOC)-BPOC	6/23/2006	0	Sam Houston State University Criminal Justice Cent	Crisis Intervention Training Peace Officer Intermediate Options Peace Officer Intermediate Options 1987-01 Peace Officer Intermediate Options 2005-01 Peace Officer Intermediate Options 2006-01

## Courses Completed

09/01/2005 - 08/31/2007

Course Title	Course Date	Course Hours	Institution	Training Mandates
Constables Continuing Education	6/23/2006	40	Sam Houston State University Criminal Justice Cent	Crisis Intervention Training Peace Officer Intermediate Options 1987-01 Peace Officer Intermediate Options 2005-01 Peace Officer Intermediate Options 2006-01
Civil Process	4/20/2006	20	Hays Co. Sheriff's Academy	
LAWI	2/6/2006	3	Hays Co. Sheriff's Academy	
		<b>Unit Hours</b>	<b>71</b>	

09/01/2003 - 08/31/2005

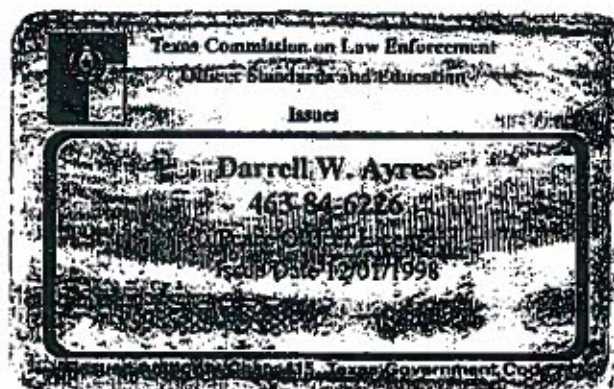
Course Title	Course Date	Course Hours	Institution	Training Mandates
Cultural Diversity	7/12/2005	8	Capital Area Council of Governments	Cultural Diversity
Special Investigative Topics	7/11/2005	8	Capital Area Council of Governments	Special Investigative Topics
Child Abuse Web with Exercises	7/7/2005	8	TCLEOSE POSEIT	Part 2 of 4 (POSEIT) Special Investigative Topics
Family Violence Web w/ Exercises	6/29/2005	8	TCLEOSE POSEIT	Part 1 of 4 (POSEIT) Special Investigative Topics
Identity Theft	3/30/2004	4	Capital Area Council of Governments	Identity Theft
Investigations	2/27/2004	24	San Marcos Police Academy	
Management/Supervision	9/5/2003	8	Texas Association of Counties	
		<b>Unit Hours</b>	<b>68</b>	

09/01/2001 - 08/31/2003

Course Title	Course Date	Course Hours	Institution	Training Mandates
Civil Process	8/14/2003	5	Texas State University: Center for Safe Communities	
TECHNIC for Less than Full Time Operators	7/17/2003	8	Texas Department of Public Safety LEA	
Crime Prevention I - ICJS 2000	3/7/2003	40	Texas State University: Center for Safe Communities	
Technical/Specialized	9/26/2002	24	Bexar Co. Sheriff's Academy	
Management/Supervision	9/20/2002	100	Texas State University: Center for Safe Communities	
Asset Forfeiture and Profiling	3/18/2002	6	Texas State University: Center for Safe Communities	Asset Forfeiture Racial Profiling
Civil Process	2/13/2002	20	Texas State University: Center for Safe Communities	

02/23/2009

Page Number: 3







**DARRELL W. AYRES**  
**CONSTABLE**  
**HAYS COUNTY PRECINCT 3**



January 20, 2009

Since January 1, 2003, the Hays County Constables Office of Precinct 3 in accordance with the Texas Racial Profiling Law (S.B. No. 1074), has been collecting contact data for the purpose of indentifying and responding (if necessary) to concerns regarding racial profiling practices. It is my hope that the findings in this report will serve as evidence that the Precinct 3 Constables office continues to strive towards the goal of maintaining strong relations with the community.

In this report, the reader will encounter several sections designed at providing background information on the rationale and objectives of the Texas Racial Profiling Law. These sections contain information relevant to the institutional policies adopted by the Precinct 3 Constables Office banishing the practice of racial profiling among its officers.

Several components of this report provide statistical data relevant to the public contacts made during the period of 1/1/08 and 12/31/08. It is my sincere hope that the channels of communication between the community leaders and the Precinct 3 Constables Office continue to strengthen as we move forward to meet the challenges of the near future.

Sincerely,

Darrell W. Ayres  
Hays County Constable Pct. 3

P.O. Box 1316 / 14306 Ranch Road 12, # 10, Wimberley, Texas 78676

Fax: 512-847-7352 Office: 512-847-5532 e-mail: darrell\_ayres@co.hays.tx.us

### **Community Partnerships**

Although the Pct. 3 Constables Office has always enjoyed from the support of the community, since January 1, 2003, it has made extraordinary efforts to reach out to community leaders. This effort has been well received by the Wimberley, Woodcreek, and Driftwood community.

The Pct. 3 Constables Office, through its Public Information Officer, has kept the public informed of the traffic contact data collection effort. Further, it plans to present the data analyzed, on or before March 1 of each year, to members of the Commissioners Court. This will be done in an effort to keep community leaders informed on the current practices of this office.

## *Agenda Item Request Form*

### **Hays County Commissioners Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:**

Discussion and possible action to appoint a member to serve on the board of directors of the Plum Creek Conservation District.

**CHECK ONE:**      **CONSENT**      **X ACTION**      **EXECUTIVE SESSION**  
                                 **WORKSHOP**      **PROCLAMATION**      **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED:** January 27, 2009

**AMOUNT REQUIRED:** N/A

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** BARTON

**SPONSORED BY:** BARTON

**SUMMARY:**

A six-member board of directors governs the Plum Creek Conservation District. Board members are appointed for a term of four years. The current appointment, James Holt, serves as president and has indicated a willingness to serve again.

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Discussion and possible action to authorize the County Judge to execute utility easement documents and provide payment to Pedernales Electric Cooperative (PEC), in the amount of \$7,035.75, for the installation of underground electrical service at Five Mile Dam Park.

**CHECK ONE:**      ☐ CONSENT      ☒ ACTION      ☐ EXECUTIVE SESSION  
                         ☐ WORKSHOP      ☐ PROCLAMATION      ☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED:** January 27, 2009

**AMOUNT REQUIRED:** \$7,035.75

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 45-499-5623

**REQUESTED BY:** Hauff

**SPONSORED BY:** Ingalsbe

#### **SUMMARY:**

Per requirements of the grant from the Texas Parks and Wildlife Department, it is necessary to bury all electric lines that run to use areas within Five Mile Dam Park. Pedernales Electric Cooperative (PEC) is the electrical service provider for the Park area, and requires both a utility easement and payment for materials and installation of the line from an existing electrical distribution line that runs parallel to the former route of Old Stagecoach Road (now Park Road) to a transformer location that lies in the northern portion of the Park.

Because the park is located in a flood plain, the underground electric line must be encased in concrete per PEC requirements. Our construction contractor for the Five Mile Dam Park project (Westar Construction) will provide - under a separate proposal - both trenching and placement of the concrete in coordination with the PEC work.

Funding for the PEC work is available through monies already allocated to the Park project by the County, as referenced in the line item above. Costs for the additional work by Westar Construction will be covered by those park bond funds awarded to the City of San Marcos under an Interlocal Agreement that includes improvements at Five Mile Dam Park.

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Authorize the County Judge to execute utility easement documents and provide payment to Pedernales Electric Cooperative (PEC), in the amount of \$7,035.75, for the installation of underground electrical service at Five Mile Dam Park.

**PREFERRED MEETING DATE REQUESTED:** January 27, 2009

## **COUNTY AUDITOR**

*Typically Requires 1 Business Day Review*

**AMOUNT AND FUND LINE ITEM NUMBER** \$7,035.75    45-499-5623

**COUNTY PURCHASING GUIDELINES FOLLOWED:** \_\_\_\_\_ N/A \_\_\_\_\_

**PAYMENT TERMS ACCEPTABLE:** \_\_\_\_\_ Yes \_\_\_\_\_

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

*Typically Requires 9 Business Day Review*

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:**

## **COMMISSIONERS' COURT**

**APPROVED/DISAPPROVED AND DATE:** \_\_\_\_\_

## **COUNTY JUDGE**

*Signature Required if Approved*

**DATE CONTRACT SIGNED:** \_\_\_\_\_



P.O. Box 100 Kyle, Texas 78640-0100  
(512) 262-2161 • 1-888-554-4732  
www.pec.coop

December 16, 2008

Mr. Jeff Hauff  
Grant Administrator  
Hays County Parks Department  
111 E San Antonio, Suite 303  
San Marcos, Texas 78666

**Re: 5 Mile Dam Park – San Marcos**

Dear Mr. Hauff:

Enclosed is an *Underground Agreement, Conveyance of Conduit* form, and an *Electric Utility Easement* for installation of underground electric facilities within the above referenced development. An unsigned copy of the *Underground Agreement* is included for your records. The estimated cost of installing underground cable is \$7,035.75.

Please sign the documents, have the easement notarized, and return them along with payment so that we can prepare a work request and order materials. The fully executed documents and payment are due within ninety (90) days from date of this letter. If documents and payment are not returned within ninety (90) days, a new cost estimate will be generated to reflect current material costs.

We appreciate the opportunity to serve you. If you have any questions, please contact the Kyle District Engineering office at 1-888-554-4732, extension 7525, Monday through Friday, between 8 a.m. and 5 p.m.

Sincerely,



Archie Lopez  
District Manager

AL: cd  
Y76/5  
Work Order No. 50155

Enclosures



**UTILITY EASEMENT**

**THE STATE OF TEXAS**

§

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF HAYS**

§

§

That The County of Hays a Governmental Body of Hays County, Texas, for and in consideration of ONE DOLLAR (\$1.00) to us paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc. an easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires both overhead and underground, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wire, props, guys, concrete pads, ground rods, ground clamps, transformers, cable terminators, cable riser shields, cutouts and lightning arrestors over ground along with conduits, primary cables, secondary conductors and ground rods underground), over, the following described lands located in Hays County, Texas, to-wit:

Being several tracts of land filed under the following volumes and pages of the official public deed records for Hays County, Texas, 258/817, 1872/395, 2397/363, 2397/370.

Easement hereby conveyed shall consist of:

- A strip of land to follow the route of all electric utility facilities with seven and one half (7.5) feet easement on either side of the centerline, for a total easement width of fifteen (15) feet for the total project. Location of said easement is more particularly described in attached Exhibit "A".

Together with the right of ingress and egress over our adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said easement all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And we do hereby bind ourselves, our heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc. their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this \_\_\_\_\_ day of December, 2008.

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

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

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

Hays County

**(NOTARIZE ON BACK)**



**THE STATE OF TEXAS**

**COUNTY OF HAYS**

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_, of Hays County known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of Hays County, as \_\_\_\_\_, thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of December, 2008.

---

Notary Public in and for  
The State of Texas

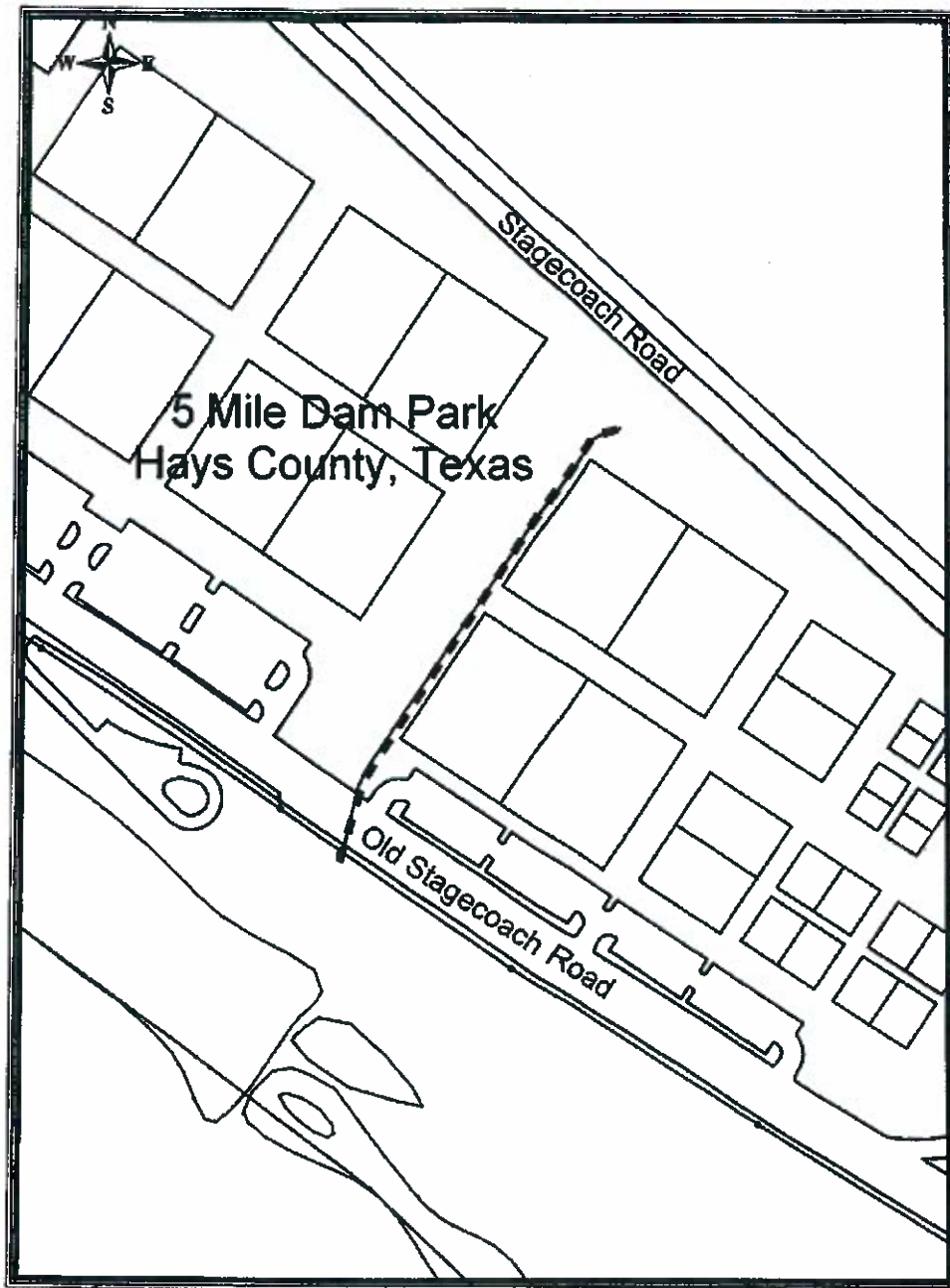
Please Return to:

Pedernales Electric Cooperative  
Attn: Mike Moore  
P. O. Box 100  
Kyle, Texas 78640

**PEDERNALES ELECTRIC COOPERATIVE  
JOHNSON CITY, TEXAS**

WO: 50155  
FACET: 530669948  
NAME/DEV: Hays County  
5 Mile Dam Park

**EXHIBIT "A"**



**Drawing is not to scale and is for descriptive purpose only.**

----- Route of utilities covered by this easement.

Grantor has reviewed and accepted the above exhibit and all it entails.

Accepted: \_\_\_\_\_

## UNDERGROUND AGREEMENT

**PEDERNALES ELECTRIC COOPERATIVE, INC.  
W.O. #50155 KY\_C\_5 MILE DAM PARK  
DECEMBER 16, 2008**

THE STATE OF TEXAS                   §  
   §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HAYS                   §

**WHEREAS**, Jeff Hauff, Grant Administrator for Hays County Parks Department hereinafter called Developer, is desirous that electric service to 5 Mile Dam Park in San Marcos be served by an underground electrical distribution system as shown on Exhibit A.

**WHEREAS**, Pedernales Electric Cooperative, Inc. (hereinafter called PEC) will install a portion of said underground electric distribution system and Developer will install a portion of said system;

**NOW, THEREFORE**, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, Developer and PEC hereby agree as follows:

1. Developer will provide the trench, purchase and install the conduits, concrete transformer pads, above ground sectionalizing enclosures, sectionalizing enclosure pads, secondary enclosures or pads, ground rods, ground rod clamps, cap ends of all conduits, install approved pulling cord in conduits, and electric caution tape in accordance with plans and specifications and make a payment to PEC for primary and secondary URD cable.
2. PEC, through its engineers, has determined that this installation will require 2,385 feet of 1/0 Al. primary underground cable @ \$2.30 per foot and a \$.65 per foot installation fee, for a total payment of \$7,035.75. Signed agreement and payment are due within ninety (90) days from date on this agreement. If agreement and payment are not returned within ninety (90) days, a new cost estimate will be generated to reflect current material costs.
3. PEC, through its inspections, will ascertain that the plans and specifications are complied with during all phases of construction. In the event PEC finds any part of said system that has not been completed in accordance with the plans and specifications, PEC shall notify Developer of any such deficiencies. Notification shall be given three (3) days prior to commencement of initial trenching.
4. Developer will correct any and all deficiencies within ninety (90) days of notification from PEC.
5. Developer will show proof that the labor and materials installed have been paid in full and that all liens against said labor and materials are released.
6. Developer will furnish PEC easement rights as required for the purpose of operation and maintenance of said underground electrical system. Developer will ensure that all conduits, pads, etc. are installed within said easement and, thereby, assumes responsibility for the placement of all pads.
7. Developer hereby agrees to save and hold PEC harmless from any and all claims, judgments, causes of action, or any other type damages which may arise or result, either directly or indirectly, from any of the actions connected with the installation of said electrical distribution system.
8. Developer shall instruct all lot owners in the sections covered by this agreement who will be served by the underground system that they shall install a 3" conduit, in accordance with PEC specifications, from a stub or pad, installed by the utility contractor, to a meter socket located on the residence, or meter pedestal, and that PEC shall be notified before installation begins.

**50155**

Work Order Number \_\_\_\_\_

9. PEC agrees that it will complete the system as an underground electrical distribution system in segments as required to furnish electrical service to qualified applicants in said sections provided Developer has completed its part of said system in accordance with this agreement.

10. All applications for service will be subject to the policies established by PEC which are in effect at the time the applications for electric service are made.

11. After Developer and the individuals applying for electric service have completed their portions of the underground electric installation in accordance with all PEC requirements, including completion of Donation of Conduit forms, PEC will complete said portion of the electric underground facility by installing transformers, terminations, and cable.

12. Any changes to the electrical system required because of re-subdivision by present or future owner shall be at the sole expense of the party desirous of the re-subdivision.

13. Upon completion and inspection of the underground electric facility, Developer agrees that PEC shall at all times have complete ownership and control of the entire electric underground distribution system without any obligation to refund any part of the contribution made by the Developer and that the underground electric system shall be and become the property of Pedernales Electric Cooperative, Inc., upon the completion of the terms outlined above.

14. On the date of execution of this Underground Agreement, Builder shall also execute a conduit conveyance in the form of Attachment A hereto; provided, however, that such conveyance by Builder shall not be effective and PEC shall not be deemed to accept the conveyance of any conduit described in such conduit conveyance until such time as PEC has inspected such conduit and has signed and dated such conduit conveyance indicating that it accepts the conduit as of such date.

Executed in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2008.

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

Name: Jeff Hauff

Title: Grant Administrator

Pedernales Electric Cooperative, Inc.

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

Name: Archie Lopez

Title: District Manager

50155

Work Order Number \_\_\_\_\_

## ATTACHMENT A – Conveyance of Conduit

Pedernales Electric Cooperative, Inc.  
P. O. Box 100  
Kyle, Texas 78640-0100

Re: Conveyance of Conduit from Hays County Parks Department  
to Pedernales Electric Cooperative, Inc.

**To Whom It May Concern:**

Jeff Hauff, Grant Administrator for Hays County Parks Department  
a, developer  
with its principal place of business located at 111 E. San Antonio, Suite 303 San Marcos, Texas 78666  
("Grantor"), owns  
certain conduit and related electrical equipment described on Exhibit A attached hereto and made a part  
for all purposes (the "Conduit").

Grantor wishes to irrevocably grant, give, and transfer, and does hereby irrevocably grant, give, and  
transfer to Pedernales Electric Cooperative, Inc., a Texas corporation ("Grantee"), and its successors and  
assigns all of Grantor's right, title, and interest in and to the Conduit, to have and to hold forever, and  
Grantor shall warrant and forever defend, all and singular, title to the Conduit unto Grantee and its  
successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any  
part thereof. Possession of and title to the Conduit shall pass to Grantee on the date of this letter.

Grantor warrants to Grantee that Grantor is the legal and true owner of the Conduit and that Grantor has  
the right to convey the Conduit. Furthermore, Grantor warrants that Conduit is free from any lien,  
security interest or other encumbrance.

The conveyance of the Conduit shall be governed by, construed, and enforced in accordance with the laws  
of the State of Texas, exclusive of conflicts of law provisions. There are no other agreements, written or  
oral, between Grantor and Grantee regarding the conveyance of the Conduit from Grantor to Grantee.

Sincerely,

---

Name: Jeff Hauff

Title: Grant Administrator

Inspected and accepted by Pedernales Electric Cooperative, Inc. on the \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_, 2008.

---

Name: Randell Marx

Title: Line Staking Agent

50155  
Work Order Number \_\_\_\_\_

**Exhibit A - Conveyance of Conduit**

**DESCRIPTION AND LOCATION OF CONDUIT**

Section 1 (To be completed by PEC upon initial signing of Underground Agreement)

Include project name, property description, and location:

5 Mile Dam Park in San Marcos.

3 inch conduit and pad mounted equipment are centered inside the (PUE) for a total of 2,220 feet of conduit.

---

Section 2 (To be completed by PEC upon inspection of conduit)

Actual Conduit Footage:

4" primary footage

3" primary footage      2,220

3" secondary footage

Inspected by: Randell Marx

Title: Line Staking Agent

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

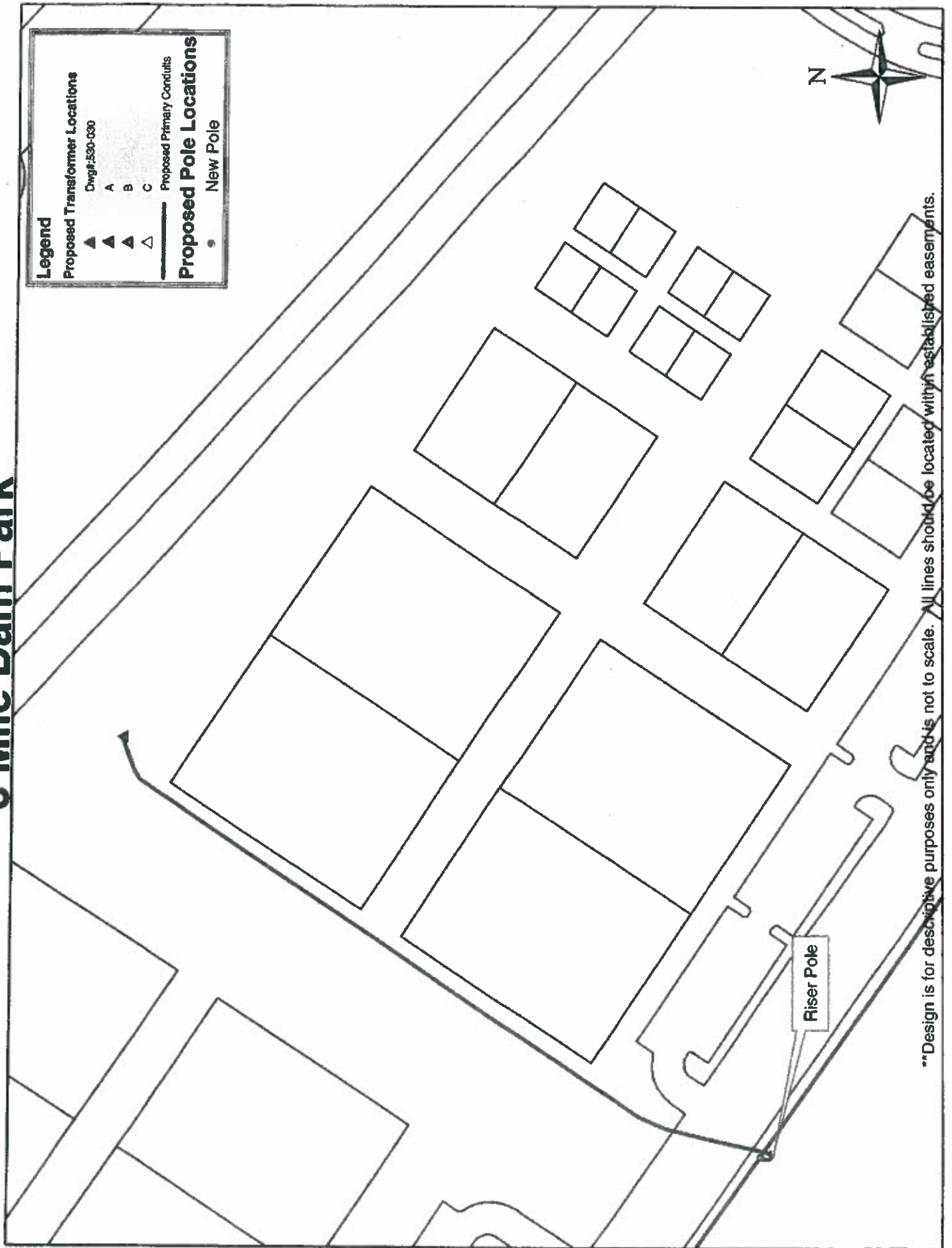
---

Section 3 (To be completed by PEC when conduit is recorded on monthly Summary of Donated Conduit worksheet)

Month included on conduit worksheet: \_\_\_\_\_

Work Order Number **50155** \_\_\_\_\_

# 5 Mile Dam Park





## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute Change Order #2 to the contract with Westar Construction, Inc. for the Five Mile Dam Project, in the amount of \$283,100.00.**

**CHECK ONE:**      ☐ CONSENT      ☒ ACTION      ☐ EXECUTIVE SESSION  
                         ☐ WORKSHOP      ☐ PROCLAMATION      ☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED: January 27, 2009**

**AMOUNT REQUIRED: \$283,100 – from park bond funds awarded to the City of San Marcos**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Hauff**

**SPONSORED BY: Ingalsbe**

#### **SUMMARY:**

**This change order will include a parking lot, sanitary sewer line and connection, entry signs, and installation of 3-phase electrical service line as proposed in the original plans for the park.**

**With the exception of the electrical service line, all of these improvements were initially dropped from Phase I construction to reduce costs and bring the project within the budget of existing County resources. Funding for these elements will now be accomplished through the Interlocal Agreement between Hays County and the City of San Marcos, executed on January 9, 2009, for the use of Park Bond proceeds awarded to the City for Five Mile Dam Park improvements. Under this agreement, Hays County will continue to contract and administer both professional services and construction activities throughout Phase I and Phase II of the project, with additional funding provided by the City. The line item number of funds required above reflects the use of the City funding for this Change Order.**

**The increase in the Westar Construction, Inc. contract is within the 25% limit as determined by purchasing requirements.**

## Change Order

**Project:** 5 Mile Dam Park

**Owner:** Hays County, TX

**Contractor:** Westar Construction Inc.

**Architect/ Engineer:** Land Design Partners

**Change Order #:** 2

Make the following Additional changes to the work described in the contract documents:	
-Addition of Parking Lot A&B: \$130,000.00	
Addition of Sanitary Sewer per revised plans: \$89,700.00	
-Addition of (2) front entry signs per plan: \$35,800.00	
-Addition of Burying 3 phase line per PEC specifications: \$27,600.00	

The original contract sum was:	\$1,587,000.00
Net amount of previous change orders:	\$5,700.00
Total original contract amount plus or minus net change orders:	\$1,592,700.00
Total amount of this change order:	\$283,100.00
The new contract amount including this change order will be:	\$1,875,800.00
The contract time will be changed by the following number of days:	( 60 ) Days
The date of completion as of the date of this change order is:	September 6, 2009

**Contractor:**

**Owner:**

Signature

Date

Signature

Date

**Architect/ Engineer:**

Signature

Date

## *Agenda Item Request Form*

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Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Discussion and possible action regarding an appointment to fill a vacancy for Justice of the Peace, Precinct 5.**

**CHECK ONE:**      **CONSENT**      **X ACTION**      ☐ **EXECUTIVE SESSION**  
**WORKSHOP**      ☐ **PROCLAMATION**      ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: 1/27/08**

**AMOUNT REQUIRED: None.**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Barton**

**SPONSORED BY: Barton**

#### **Summary:**

I want to update the Court on the search and the progress made by the citizens committee that I have appointed to review applications. As you know, we received nearly 20 serious inquiries about the position, and \_\_\_\_ final applications. The committee narrowed this to 10 candidates, and has since identified a small number of leading applicants. The committee is meeting again before the Jan. 27 Commissioners Court with the intent to finalize the "short list" and try to reach consensus on recommendation to the Court.

I have shared with Judge Sumter's office the list of 10 people who we believe are all eligible under the law and made the second round of committee consideration. I expect to be ready to share the short list at Commissioners Court on Tuesday (the 27<sup>th</sup>), and expect to bring a recommendation for appointment back to Commissioners Court Feb. 3<sup>rd</sup>.

This agenda item is being submitted Wednesday the 20<sup>th</sup>. Right now, I anticipate this will be primarily a discussion item, a brief update for the Court. I am posting it for both discussion and action in case the committee concludes its work this weekend and is ready to make a final recommendation. The committee has made good progress, but out-of-town work schedules for some members, and our desire to thoroughly check the applications, including backgrounds and references for leading candidates, makes it difficult to predict today whether we will be ready to make a recommendation next Tuesday. Again, my expectation at this point is that it will be a two-step process. If that changes, I will notify Court members and the press as soon as possible – Friday or Monday.

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

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no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Presentation and review of the Citizens Parks Advisory Team charge and future direction. Discussion and possible action may follow.**

**CHECK ONE:**      ☐ CONSENT      ☐ ACTION      ☐ EXECUTIVE SESSION  
                         ☒ WORKSHOP      ☐ PROCLAMATION      ☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED: January 27, 2008 – 11:00am**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Hauff**

**SPONSORED BY: Sumter**

**SUMMARY:**

**Backup information provided under Item #10 of the agenda packet for January 13, 2009.**

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

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no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Hays Historical Commission presentation of 'Journey to California'.**

**CHECK ONE:**

☐ **CONSENT**

☐ **ACTION**

☐ **EXECUTIVE SESSION**

☒ **WORKSHOP**

☐ **PROCLAMATION**

☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: January 27, 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Johnson**

**SPONSORED BY: SUMTER**

**SUMMARY: 1PM schedule – length of workshop time approximately 30 to 45 minutes.**

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

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no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Presentation from Grant Jackson/Naismith Engineering on proposed Development Regulations, including (1) discussion on consultant's responses to public comment and (2) economic considerations specific to the charrette exercise. Possible action to follow in court.**

**TYPE OF ITEM: CONSENT-ACTION-PROCLAMATION-EXECUTIVE SESSION-WORKSHOP**

**PREFERRED MEETING DATE REQUESTED: January 27, 2009 @ 2 p.m.**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: Ford**

**SUMMARY:**

The approved draft is available for review at the Hays County web site at:  
[www.co.hays.tx.us](http://www.co.hays.tx.us)