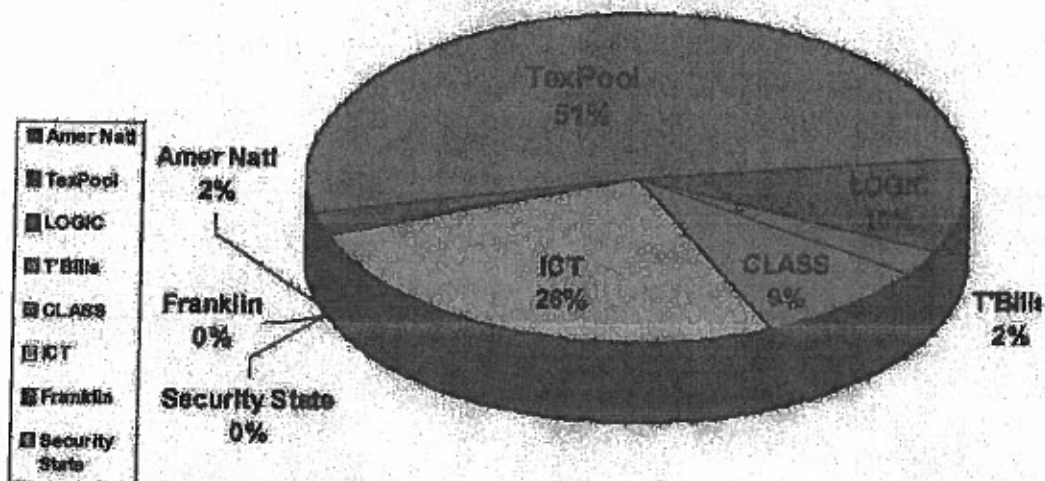


INVESTMENT ALLOCATION TOTALS AUGUST 2009



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

Bill Herzog
Bill Herzog, Hays County Auditor

Michele Tuttle
Michele Tuttle, Hays County Treasurer

Britney Richey
Britney Richey, Accountant, Hays County

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 AN AMENDMENT TO HAYS COUNTY'S CONTRACT WITH BROADDUS AND ASSOCIATES FOR CONSULTING SERVICES RELATED TO CREATING AND MANAGING RFP 2010-P03: COUNTY WIDE COMMUNICATIONS INSTALLATION AND SERVICES.

TYPE OF ITEM: CONSENT

PREFERRED MEETING DATE REQUESTED: November 24, 2009

AMOUNT REQUIRED: not to exceed \$30,000.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-645-00.5741

REQUESTED BY: INGALSBE

SPONSORED BY: INGALSBE

SUMMARY: Per last week's discussion in Commissioners Court, this item proposes to authorize and ratify all work performed by Broaddus and Associates related to the RFP and other work associated with a comprehensive County-Wide Communications Network.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the County Judge to execute an Amendment to Hays County's contract with Broadus and Associates for consulting services related to creating and managing RFP 2010-P03 County wide communications installation and services.

PREFERRED MEETING DATE REQUESTED: November 24, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER: \$30,000.00 001-645-00.5741

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:

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: Hold a public hearing with possible action to establish traffic regulations (speed limit) on McCarty Lane East, CR 233.

CIRCLE ONE ACTION ITEM Subdivision Road Staff Recommendation

PREFERRED MEETING DATE REQUESTED: November 24, 2009

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Ingalsbe

SUMMARY:

To establish: a speed limit of 35 MPH on the county-maintained section of McCarty Lane East, CR 233.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:

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:

09-4-28 Replat of Lot 9, Mountain Oaks Subdivision. Hold public hearing; discussion and possible action to consider approval of final plat.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: November 24, 2009

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Garza

SPONSORED BY: Ford

SUMMARY:

The Mountain Oaks Subdivision is a 14 lot recorded subdivision located off of Farrell Lane in Precinct 4. The subdivision was created in the year 2000, and no replats or resubdivisions have taken place. Currently Lot 9 is 38.21 acres in size and the replat will result in 4 new lots 9A(5.02 Ac.), 9B(7.86 Ac.), 9C(7.9 Ac.), and Lot 9D(17.43 Ac.). The average lot size for this replat is 9.55 acres. All new lots will be served by individual private wells and individual OSSF's. The division does lie within the City of Dripping Springs ETJ and will have to go through the City's process as well. As usual, an increase in density in a recorded subdivision requires a public hearing prior to final plat approval. Preliminary Plan was approved on September 29, 2009.

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 **12:00 noon** on **WEDNESDAY**.

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

AGENDA ITEM: Discussion and possible action to consider the acceptance of road construction, drainage improvements and release of the construction bond for High Pointe subdivision, Phase 4, Section 1A and Section 1B.

Consent, Action, Executive Session, Etc. – Action

MEETING DATE REQUESTED: November 24, 2009

REQUESTED BY: Commissioner Ford / Jerry Borcharding

FUNDS REQUIRED:

SUMMARY:

Staff recommends acceptance of construction of roads and drainage improvements. High Pointe is a private subdivision, no maintenance bond is required.

COUNTY JUDGE

☐

COUNTY AUDITOR

☐

COMMISSIONER PCT. 1

☐

COMMISSIONER PCT. 2

☐

COMMISSIONER PCT. 3

☐

COMMISSIONER PCT. 4

☐

ACTION TAKEN / ACTION REQUIRED:

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 approve a \$500.00 donation to co-sponsor a lunch for the San Marcos High School Student Government Day.

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

PREFERRED MEETING DATE REQUESTED: November 24, 2009

AMOUNT REQUIRED: \$ 500.00

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY: Please see attached letter from Mayor Susan Narvaiz

Agenda Item Routing Form

DESCRIPTION OF Item: Approve a \$500.00 donation to co-sponsor a lunch for the San Marcos High School Student Government Day.

PREFERRED MEETING DATE REQUESTED: November 24, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER: \$500.00 Unbudgeted

COUNTY PURCHASING GUIDELINES FOLLOWED: _____ N/A _____

PAYMENT TERMS ACCEPTABLE: _____ Yes _____

COMMENTS: Pay from Contingencies?

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: _____

Susan Narvaiz
Office of the Mayor



November 12, 2009

The Honorable Liz Sumter
Hays County
111 E. San Antonio, Texas 78666
San Marcos, Texas 78666

Re: Student Government Day

Dear Judge Sumter,

I'm sure you will share my excitement about Student Government Day, a social studies program at San Marcos High School that has our youth "taking over" city, county and school district governments for one day through a process that includes voter registration, campaigning, an election, mock meetings and a luncheon.

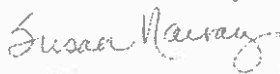
The San Marcos High School Student Council, under the direction of its president Miguel Arredondo, is spearheading the return of this once-strong tradition that gives SMHS students the opportunity to truly experience what it means to be involved in local government. It also gives those of us in elected positions a first-hand look at how our youth feel about issues important to them.

Our local elected officials from Hays County, the City of San Marcos and the San Marcos Consolidated Independent School district will have their student "counterparts" shadowing them before they hold their mock meetings.

Another important feature of the program is the mentoring that is occurring between our high school students and the members of the Associated Student Government of Texas State University-San Marcos, who ran the voter registration drive and are facilitating issue identification and research and agenda development for the mock meetings.

I am writing to see if your court will consider being a co-sponsor of the luncheon along with the City of San Marcos. The total cost for the luncheon is about \$1500 for 100 students, their elected "counterparts," and school officials. Under this proposal, each entity (school district, county and city) would invest approximately \$500 to support this valuable program that helps build leaders, strengthens our community and engages our youth.

Thank you for your consideration.


Susan Narvaiz
Mayor



SN/slm

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 approve the Personal Health Department (PHD) hiring Part time/Temporary LVN's at \$20.00 per hour.

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

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

PREFERRED MEETING DATE REQUESTED: November 24, 2009

AMOUNT REQUIRED: \$20⁰⁰ An hour

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Sumter

SUMMARY:

The PHD received PHER H1N1 Phase 3 grant funds to implement an H1N1 vaccination program. To staff these positions, the PHD needs to hire 2 to 4 LVN's as vaccinators. The current minimum per the County pay plan for LVN's is \$14.04/hour (25th percentile is \$15.80).

These vaccinator positions will be paid totally through the grant and will earn no benefits (paid medical, dental, life, TCDRS contribution, holiday, sick or vacation pay) from the County. Therefore, the PHD is requesting that their hourly salary be increased to \$20.00/hour to compensate them for the lack of benefits. The alternative is to utilize a staffing agency, the possibility of which has been investigated. The fees for staffing agencies range from \$38.00 to \$56.00/hour. The funding for the H1N1 grant ends July 31, 2010.

Agenda Item Routing Form

DESCRIPTION OF Item: Approve the Personal Health Department (PHD) hiring Part time/Temporary LVN's at \$20.00 per hour.

PREFERRED MEETING DATE REQUESTED: November 24, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER: \$20.00 Per Hour

COUNTY PURCHASING GUIDELINES FOLLOWED: _____ N/A _____

PAYMENT TERMS ACCEPTABLE: _____ Yes _____

COMMENTS: This will be funded out of the H1N1 grant.

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: _____

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

AGENDA ITEM: Discussion and possible action to appoint Bryan Hannah for the Pct. 1 representative. to the Veteran's Task Force for Hays County.

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

☐ **WORKSHOP**

☐ **PROCLAMATION**

☐ **PRESENTATION**

PREFERRED MEETING DATE REQUESTED: October 6, 2009

AMOUNT REQUIRED: \$

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: INGALSBE

SUMMARY:

This is Bryan Hannah, I am a 22 year-old partially disabled veteran of OIF 06-08. I met you in commissioner's court defending our county's reputation from the corrupt practices of KBR. I received a call from your aide this morning with an invitation to serve on the new Veterans' Task Force. I would like a few more details on this, but I am definitely interested in serving my county and my fellow veterans in any way I can. I have experience with supporting veterans, as I am one. I know the unique set of challenges veterans face when they return. Contemporary veterans do not have (for the most part) people spitting on them and calling them killers like my grandfather did. We even recognize that problems like Post-Traumatic Stress Disorder and Traumatic Brain Injury are quite real, but despite the progress we have made, there is solace that cannot be sought from anyone who has not seen what these men and women returning from a war zone have seen. I have valuable experience with and knowledge of the VA (Veteran's Affairs) system (education and health sectors), The UCMJ (Uniformed Code of Military Justice), and the state and federal benefits certain veterans are eligible for.

I appreciate your faith in me and the use of good judgement by allowing veterans to assess their fellow veterans' needs. If you have not already asked him, I also believe Jude Prather would be an excellent person to execute these tasks as well.

Bryan Hannah
509 Moore Street
San Marcos, TX 78666
(254) 383-8589
BHannah2186@gmail.com

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 a contract with Loomis Partners, Inc. in an amount not to exceed \$4000.00 for endangered species studies related to the Winters Mill/Blue Hole Loop Trail project and amend the budget accordingly.

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

PREFERRED MEETING DATE REQUESTED: November 24, 2009

AMOUNT REQUIRED: \$4000.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 145-813-97-048.5448 / 020-710-99-048.5448

REQUESTED BY: Hauff

SPONSORED BY: Conley

SUMMARY:

The Winters Mill/Blue Hole Loop Trail project involves an Advanced Funding Agreement from TxDOT, wherein design and environmental assessment must be conducted by the Local Government and approved by TxDOT. The environmental assessment prepared for the project elicited comment from the Texas Parks and Wildlife Department that the endangered golden-cheeked warbler and black-capped vireo, or associated habitat, may be impacted by the proposed project. Loomis Partners will be retained to provide an assessment of the potential impact to these species and address concerns related to environmental clearance for the project.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the County Judge to execute a contract with Loomis Partners, Inc. in an amount not to exceed \$4000.00 for endangered species studies related to the Winters Mill/Blue Hole Loop Trail project and amend the budget accordingly.

PREFERRED MEETING DATE REQUESTED: November 24, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER: \$4000.00 145-813-97-048.5448/020-710-99-048.5448

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: _____



LOOMIS

PARTNERS

■ ENGINEERING ■ LAND SURVEYING ■ ENVIRONMENTAL CONSULTING ■

CONSULTING SERVICES AGREEMENT

THIS IS AN AGREEMENT effective as of _____, 2009 between **County of Hays** (Client) and **Loomis Partners, Inc.** (Loomis). The Subject Property, Scope of Services, Fees, Schedule, Additional Services, and Terms and Conditions as described below.

SUBJECT PROPERTY: Winter's Mill Parkway – Blue Hole Park Trail project in Hays County, Texas.

SCOPE OF SERVICES: Texas Parks and Wildlife Department (TPWD) has concerns regarding the environmental review of the proposed project, particularly with respect to the golden-cheeked warbler and black-capped vireo, which is delaying approval of the project by the Texas Department of Transportation (TXDOT). Loomis will assist the County with resolving agency concerns regarding the potential effects of the trail project on the golden-cheeked warbler and black-capped vireo. We will review prior environmental documentation submitted for the project and agency responses, and coordinate with the project manager (Langford Community Management Services) and agency representatives from TXDOT, TPWD, and the U.S. Fish and Wildlife Service to investigate and address concerns regarding these resources. We also anticipate that a site visit may be necessary to document current habitat conditions along the proposed trail. At this time, we do not anticipate that breeding season surveys or extensive field work will be necessary to resolve agency concerns.

FEES: We will invoice our work on a time-and-materials basis in accordance with our standard rates (see attached Loomis Standard Time & Materials Rates) with a limit of \$4,000.00, not to be exceeded without prior authorization.

SCHEDULE: We will begin work immediately upon receipt of a fully executed contract.

ADDITIONAL SERVICES: In addition to the services described above, Loomis will provide additional services as requested by the Client on a time-and-materials basis, in accordance with Loomis' normal hourly rates at the time the additional services are performed. If requested by Client, a scope of work and estimated fee will be provided by Loomis in writing prior to Loomis proceeding with any additional service.

CONTRACT REVISION: If the project budget increases to more than \$25K Loomis may request replacement of this agreement with our Master Services Contract. Client will be notified in advance to allow time to review the contract. If requested to replace this contract, the new contract must be fully executed within 21 business days of request.

TERMS AND CONDITIONS

1. **Access to Site** - Loomis will be allowed access to the site for activities necessary for the performance of the services. Client agrees to obtain for Loomis the authorization of the owner to enter upon the property for the purpose of performing the services thereon. Loomis will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.
2. **Documents Provided by Client** - Client agrees to provide Loomis with any and all documents known to the Client which will be necessary to perform the services, including, but not limited to, plans, maps, reports, and permits.



3. **No Warranties or Guaranties** - Client understands that no warranties or guaranties have been either expressed or implied by Loomis regarding the actions of any government agency, including local tax appraisal districts, or local, state, or federal agencies, in connection with the project for which the services are performed.
4. **Certifications** - Loomis shall not be required to execute any document that would result in their certifying the existence of conditions whose existence Loomis cannot ascertain.
5. **No Reuse of Loomis Work Products** - All documents, including electronic files, drawings and specifications, prepared by Loomis pursuant to this Agreement, are instruments of service in respect of the Project and remain the property of Loomis, provided the Client shall retain an ownership in the work product as it applies to the subject property. No one other than Client is entitled to rely on such documents without the previous written consent of Loomis. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Loomis for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Loomis and Client shall indemnify and hold harmless Loomis from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.
6. **Client's Obligation to Pay** - Loomis will invoice Client for all services rendered and expenses incurred. Client agrees to pay all invoices upon receipt. Client further agrees to notify Loomis within 10 days of receipt of the invoice if Client objects to any charges, fees or expenses. If Client does not notify Loomis of specific objections, such invoice will be deemed accepted. Notwithstanding any other provision herein, invoices may be sent by regular first class mail and shall be deemed to have been received on the second business day following the date stated on the invoice. Payment will be made at Loomis' offices in Austin, Travis County, Texas. Any amounts not paid within thirty (30) days after receipt of the applicable invoice will accrue interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less. Interest on unpaid invoices shall not exceed the maximum amount of nonusurious interest allowed by law on such unpaid invoices. Any interest in excess of this maximum amount shall be credited to unpaid invoices, or if they have been paid, shall be refunded to Client.

In the event of late payment, the failure to provide a retainer or other breach of this Agreement by Client, Loomis reserves the right to (i) stop work; and / or (ii) apply any existing retainer and condition the performance of further services on obtaining payment in full of any unpaid balance and an additional retainer; and/or (iii) terminate this Agreement pursuant to Section X hereof; and/or (iv) pursue all other rights and remedies available under this Agreement or applicable law. Loomis reserves the right to withhold its work product pending payment in full.

7. **Additional Services:** In addition to the services described in the attached letter, Loomis will provide additional services as requested by the Client. If requested by Client, a scope of work and estimated fee will be provided by Loomis in writing prior to Loomis proceeding with any additional service. The amount and basis for additional fees will be determined and agreed to by both parties at the time additional services are requested. If additional services are performed on a time-and-materials basis, fees shall be in accordance with Loomis' normal hourly rates at the time the additional services are performed. If requested by Client, a scope of work and estimated fee will be provided by Loomis in writing prior to Loomis proceeding with any additional service.
8. **Termination of Services** - This Agreement may be terminated by either party upon thirty (30) days written notice, by mutual consent, or in the event of persistent failures of performance of material terms and conditions of this Agreement by the other party through no fault of the termination party. Loomis shall then be paid for the services completed up to the time of the termination date.
9. **Contractual Lien to Secure Payment** - Client grants to Loomis a contractual lien in addition to all constitutional, statutory, and equitable liens that may exist, on the property and all improvements

Client _____

Loomis *CL*



thereon to secure payment of all compensation due Loomis by Client as provided herein. Client grants Loomis the authority and right to file a copy of this Agreement in the Records of the County where the property is located to give notice of Loomis' lien rights.

10. **Dispute Resolution** - Claims or disputes in connection with the services provided under this agreement between Client and Loomis shall be submitted to non-binding mediation. Client and Loomis agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
11. **Governing Law** - This Agreement shall be construed and enforced in accordance with the laws of Texas.
12. **Indemnification** - The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Loomis, its officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Loomis.
13. **Limitation of Liability:** The Client agrees to limit Loomis' liability to the Client and to all construction Contractors and Subcontractors on the project, due to Loomis' negligent acts, errors or omissions, such that the total aggregate liability of Loomis to all those named shall not exceed \$50,000 or Loomis' total fee for services rendered on this project, whichever is greater.
14. **Change in Legal Authority** - Client must notify Loomis within calendar 10 days of changes in: 1) the Client legal entity name, 2) address for Client, 3) designated representative of Client, or 4) ownership of the real property for which services are being rendered. Any of the aforementioned actions may, at Loomis' sole discretion, require execution of a new contract between Loomis and the new party(ies).

Authority

**Initial
One**

Property Owner - Client affirmatively represents and states that he/she/it is authorized to enter into this Agreement, either as the owner of the property for which the services described herein are to be performed, or as the property owner's duly authorized agent, trustee or receiver for the purpose of entering into this Agreement.

Initial

OR

Third Party - Client affirmatively represents and states that he/she/it is authorized to enter into this Agreement, either as an individual, sole owner of the Client entity or as the Client's duly authorized agent, trustee or receiver for the purpose of entering into this Agreement.

Initial

Client _____
Loomis 



LOOMIS PARTNERS, INC.

By: Clifton Ladd
Printed Name: Clifton Ladd
Title: Vice-president, Environmental Group

Loomis Partners, Inc.

Address for giving notices:

Loomis Partners, Inc.

3101 Bee Cave Rd. - Suite 100

Austin, Texas 78746

Designated Representative: Clifton Ladd
Title: Vice-president, Environmental Group
Phone Number: (512) 327-1180
Facsimile Number: (512) 327-4062
E-Mail: cladd@loomis-partners.com

CLIENT

Entity Name:

By: _____
Printed Name: _____
Title: _____

Client:

Address for giving notices:

Designated Representative: _____
Title: _____
Phone Number: _____
Facsimile Number: _____
E-Mail: _____

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 a Professional Services Agreement (PSA) with CH2M Hill for professional engineering services at RM 1826 and the intersection of Crystal Hill Drive and the intersection of RM 1826 and Nutty Brown Road, priority bond projects.

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

PREFERRED MEETING DATE REQUESTED: November 24, 2009

AMOUNT REQUIRED: not to exceed \$310,000.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 2008 road bond funds

REQUESTED BY:

SPONSORED BY: Ford

SUMMARY:

Attached as back up please find key pages in the PSA with CH2M Hill, including page 1; Exhibit I (Compensation for Professional Service); and Exhibit II (Hourly Rates).

Per Appendix A in the PSA, the scope of services to be provided by the *Engineer* shall be included with each Work Authorization under this *Agreement*.

THE COUNTY DESIGNEE THAT SHALL BE THE PRIMARY POINT OF CONTACT UNDER THIS AGREEMENT SHALL BE JEFF CURREN, P.E. OF HDR.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize Commissioner Ford to execute a Professional Services Agreement (PSA) with CH2M Hill for professional engineering services at RM 1826 and the intersection of Crystal Hill Drive and the intersection of RM 1826 and Nutty Brown Road, priority bond projects.

PREFERRED MEETING DATE REQUESTED: November 24, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER: \$310,000.00 2008 Road bond funds

COUNTY PURCHASING GUIDELINES FOLLOWED: _____ Yes _____

PAYMENT TERMS ACCEPTABLE: _____ Yes _____

COMMENTS: This may require a budget amendment. We have \$280,000 budgeted for these two projects for engineering services.

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: _____

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
HAYS COUNTY §

This Agreement is made and entered into this day by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and CH2M Hill (*the "Engineer"*).

WHEREAS, *County* proposes to make improvements to the RM 1826 corridor;

WHEREAS, *County* desires to obtain professional services for roadway design consultant services on the RM 1826 corridor (*the "Project"*);

WHEREAS, *Engineer* has the professional ability and expertise to fulfill the requirements of the *Project*, and to counsel *County* in the selection and analysis of cost-effective alternatives.

NOW, THEREFORE, *County* and *Engineer* agree to the performance of the professional services by *Engineer* and the payment for these services by *County* as set forth herein.

Section I
Employment of the Engineer

County agrees to employ *Engineer* and *Engineer* agrees to perform professional engineering services for the *Project* as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the agent as designated in the Scope of Services in Appendix A, or as otherwise designated by the Hays County Commissioners Court (*individually or collectively the "County Designee"*). The *County Designee* shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Hays County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

Section II
Basic Services of the Engineer

- A. In consideration of the compensation herein provided, *Engineer* shall perform professional engineering services for the *Project*, which are acceptable to the *County Designee*, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. *Engineer* shall also serve as *County's* professional engineer in those phases of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of *Engineer's* services.
- B. *Engineer* shall not commence work until *Engineer* has been thoroughly briefed on the scope of the *Project* and has been notified in writing by the *County Designee* to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

July 2009

- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Designee** so instructs **Engineer**.
- D. **Engineer** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Designee** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Hays County.
 2. The following documents shall be used in the development of the **Project**:
 - a. TxDOT 2006 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, Revision 1, including the 2008 Standard Highway Sign Designs for Texas (SHSD), Revision 1
 - b. Texas Department of Transportation Construction Contract Administration Manual
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code
 - i. Uniform Building Code. Note: Hays County will use the 1997 Uniform Building Code (May 1, 1997) as a guide for design.
 - j. National Electrical Code (most current version)
 - k. AASHTO "A Policy on Geometric Design of Highways and Streets", 5th Edition.
 - l. AASHTO LRFD Bridge Design Specifications, 4th Edition.
 - m. TxDOT Construction Contract Administration Manual.
 - n. TxDOT Roadway Design Manual.
 - o. TxDOT LRFD Bridge Design Manual.
 - p. TxDOT Historic Bridge Manual.
 - q. TxDOT Bridge Railing Manual.
 - r. TxDOT Environmental Manual.
 - s. TxDOT Freeway Signing Handbook.
 - t. TxDOT Geotechnical Manual.
 - u. TxDOT Hydraulic Design Manual.
 - v. TxDOT Pavement Marking Handbook.
 - w. TxDOT Project Development Manual.

July 2009

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$310,000.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 *Engineer* and *County* acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit II to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then *Engineer* shall receive compensation for only those services actually rendered.

SECTION 3 - WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from

July 2009

delays in completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *Engineer* shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *Engineer* shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, *Engineer* shall not be compensated for work made necessary by *Engineer's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$310,000.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

SECTION 5 - REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, *Engineer* shall provide *the Hays County Auditor* with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to *the Hays County Auditor* will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the *Project*.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by *Engineer*.

July 2009

Contract No. _____

16 of 28 Pages

ATTACHMENT A

WORK AUTHORIZATION NO. _____

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 _____ (*the "Engineer"*).

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

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

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

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

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

July 2009

EXHIBIT II**HOURLY RATES****CH2M Hill**

<u>Employee Classification</u>	<u>Hourly Billing Rate</u>
Principal In Charge	\$245.00
Project Manager	\$170.00
Senior Engineer	\$165.00
Project Engineer	\$130.00
Design Engineer	\$100.00
Senior Environmental Specialist	\$143.00
Environmental Specialist	\$96.00
Senior Environmental Technologist	\$160.00
Environmental Technologist	\$77.00
EIT	\$87.00
Senior Engineering Tech.	\$124.00
CADD Operator	\$86.00
Accountant	\$124.00
Admin./Clerical	\$62.00

<u>Direct Expenses</u>	<u>Billing Rate</u>
Mileage	\$0.55 per mile
Mail/Courier	Actual Cost
Outside Printing/Exhibit Preparation	Actual Cost
8.5 x 11 B&W Copies	\$0.10 per sheet
8.5 x 11 Color Copies	\$0.85 per sheet
11 x 17 B&W Copies	\$0.15 per sheet
11 x 17 Color Copies	\$1.65 per sheet
Roll Plots (24" or 36")	\$2.00 per lineal foot
Paper Plots (11 x 17)	\$2.50 per sheet
Mylar Plots (11 x 17)	\$6.00 per sheet

July 2009

Contract No. _____

19 of 28 Pages

HVJ Associates

<u>Employee Classification</u>	<u>Hourly Billing Rate</u>
Project Manager/Engineer, PE	\$125.00
Staff Engineer, EIT	\$92.00
Senior Technician	\$55.00
Field Technician	\$45.00
Word Processor	\$46.00

<u>Direct Expenses</u>	<u>Billing Rate</u>
Mobilization/Demobilization	\$3.50 per mile
Drilling and Sampling – Soils	\$15.00 per foot
Drilling and Sampling – Rock Coring	\$24.00 per foot
TCP Testing	\$20.00 per each
Standard Penetration Tests / Shelby Tubes	\$20.00 per each
Borehole Grouting – Bentonite Chips	\$7.00 per foot
Traffic Control	\$800.00 per day
Mileage	\$0.55 per mile
Moisture Content Tests	\$15.00 per each
Atterberg Limits (Liquid and Plastic Limits)	\$50.00 per each
Percent Passing No. 200 Sieve	\$35.00 per each
Unconfined Compression Tests – Soil	\$45.00 per each
Unconfined Compression Tests – Rock	\$55.00 per each

Matkin Hoover, Inc.

<u>Employee Classification</u>	<u>Hourly Billing Rate</u>
Survey 3-Person Field Crew	\$145.00
Survey 2-Person Field Crew	\$115.00
Registered Professional Surveyor	\$140.00
Surveyor-In-Training	\$95.00
Design Technician	\$80.00
CADD Technician	\$60.00
Survey Technician	\$80.00
Administrative Assistant	\$60.00
Clerical	\$45.00

<u>Direct Expenses</u>	<u>Billing Rate</u>
Mileage	\$0.55 per mile
GPS Field Units	\$40.00 per hour

July 2009

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 Commissioner Ford to execute a Professional Services Agreement (PSA) with Rogers Design Services for professional engineering services at RM 1826 and the intersection of Darden Hill Road (CR 163), and RM 1826 and the intersection of RM 967, priority road bond projects.

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

PREFERRED MEETING DATE REQUESTED: November 24, 2009

AMOUNT REQUIRED: not to exceed \$295,000.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 2008 road bond funds

REQUESTED BY:

SPONSORED BY: Ford

SUMMARY:

Attached as backup please find key pages in the PSA with Rogers Design Services, including page 1; Exhibit I (Compensation for Professional Service); and Exhibit II (Hourly Rates).

Per Appendix A in the PSA, the scope of services to be provided by the *Engineer* shall be included with each Work Authorization under this *Agreement*.

THE COUNTY DESIGNEE THAT SHALL BE THE PRIMARY POINT OF CONTACT UNDER THIS AGREEMENT SHALL BE JEFF CURREN, P.E. OF HDR.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize Commissioner Ford to execute a Professional Services Agreement (PSA) with Rogers Design Services for professional engineering services at RM 1826 and the intersection of Darden Hill Road (CR 163), and RM 1826 and the intersection of RM 967, priority road bond projects.

PREFERRED MEETING DATE REQUESTED: November 24, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER: \$295,000.00 2008 Road bond funds

COUNTY PURCHASING GUIDELINES FOLLOWED: ____ Yes ____

PAYMENT TERMS ACCEPTABLE: ____ Yes ____

COMMENTS: This may require a budget amendment. There is only \$250,000 budgeted for engineering services.

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: ____

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
HAYS COUNTY §

This Agreement is made and entered into this day by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Rogers Design Services (*the "Engineer"*).

WHEREAS, *County* proposes to make improvements to the RM 1826 corridor;

WHEREAS, *County* desires to obtain professional services for roadway design consultant services on the RM 1826 corridor (*the "Project"*);

WHEREAS, *Engineer* has the professional ability and expertise to fulfill the requirements of the *Project*, and to counsel *County* in the selection and analysis of cost-effective alternatives.

NOW, THEREFORE, *County* and *Engineer* agree to the performance of the professional services by *Engineer* and the payment for these services by *County* as set forth herein.

Section I
Employment of the Engineer

County agrees to employ *Engineer* and *Engineer* agrees to perform professional engineering services for the *Project* as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the agent as designated in the Scope of Services in Appendix A, or as otherwise designated by the Hays County Commissioners Court (*individually or collectively the "County Designee"*). The *County Designee* shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Hays County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

Section II
Basic Services of the Engineer

- A. In consideration of the compensation herein provided, *Engineer* shall perform professional engineering services for the *Project*, which are acceptable to the *County Designee*, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. *Engineer* shall also serve as *County's* professional engineer in those phases of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of *Engineer's* services.
- B. *Engineer* shall not commence work until *Engineer* has been thoroughly briefed on the scope of the *Project* and has been notified in writing by the *County Designee* to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

July 2009

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$295,000.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the Engineer's invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 *Engineer* and *County* acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit II to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then *Engineer* shall receive compensation for only those services actually rendered.

SECTION 3 – WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from delays in

July 2009

completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *Engineer* shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *Engineer* shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, *Engineer* shall not be compensated for work made necessary by *Engineer's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$295,000.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

SECTION 5 - REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, *Engineer* shall provide *the Hays County Auditor* with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to *the Hays County Auditor* will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the *Project*.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by *Engineer*.

July 2009

Contract No. _____

16 of 28 Pages

ATTACHMENT A

WORK AUTHORIZATION NO. _____

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 _____ (*the "Engineer"*).

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

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

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

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

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

July 2009

EXHIBIT II**HOURLY RATES****Rogers Design Services**

<u>Employee Classification</u>	<u>Hourly Billing Rate</u>
Project Manager	\$145.00
Senior Engineer	\$125.00
Senior Tech.	\$118.00
CADD Tech.	\$66.00
Admin. Tech.	\$53.00

Direct Expenses**Billing Rate**

Mileage	\$0.55 per mile
Mail/Courier	Actual Cost
Outside Printing	Actual Cost
Large Format Plotting	\$2.00 per square foot
Reproduction & Printing	\$0.15 per square foot
Final Mylars	\$3.00 per sheet

Surveying & Mapping, Inc.

<u>Employee Classification</u>	<u>Hourly Billing Rate</u>
Survey 3-Person Field Crew	\$150.00
Survey 2-Person Field Crew	\$130.00
Survey Senior Project Manager	\$145.00
Survey Staff Surveyor	\$110.00
Survey Senior Technician	\$85.00
Survey Technician	\$75.00
Survey Field Coordinator	\$85.00
Clerical Support	\$50.00

Direct Expenses**Billing Rate**

Mileage	\$0.55 per mile
GPS Field Units	\$25.00 per hour
Courthouse Appraisal District Fees	Actual Cost

Pape Dawson, Inc.

<u>Employee Classification</u>	<u>Hourly Billing Rate</u>
Engineer	\$125.00

July 2009

Contract No. _____

19 of 28 Pages

MLA Labs, Inc.

Geotechnical Engineering Services

Lump Sum Rate

1 each (Investigation and Report)

\$1800.00

CH2M Hill

Employee Classification

Hourly Billing Rate

Principal	\$245.00
Project Manager	\$170.00
Senior Environmental Specialist	\$143.00
Environmental Specialist	\$96.00
Environmental Technologist	\$77.00
Admin/Clerical	\$62.00

Direct Expenses

Billing Rate

Mileage	\$0.55 per mile
Car rental	\$75.00 per day
Mail/Courier	Actual Cost
Outside Printing	Actual Cost
Copies (8.5x11)	\$0.10 each
Copies (11x17)	\$0.15 each
Copies (11x17 color)	\$1.65 each
Large Format Plots	\$2.00 per square foot
EDR data search	\$500.00 each
GIS database investigation	\$1500.00 each
Binding materials	\$20.00 each

July 2009

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 a contract with Halff Associates, Inc. to prepare a grant application to the Texas Water Development Board for further flood protection planning studies in northern Hays County and provide necessary coordination activities associated with flood studies.

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

PREFERRED MEETING DATE REQUESTED: November 24, 2009

AMOUNT REQUIRED: \$10,000

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-645-00.5448

REQUESTED BY: Hauff

SPONSORED BY: Ford

SUMMARY:

Halff Associates prepared the initial application to the Texas Water Development Board (TWDB) for a Flood Protection Planning grant to begin studies related to flooding and flood potentials within Hays County. Funding was awarded to conduct the first phase of the project in northern Hays County that involves the Lower Colorado River drainage basin including Onion, Little Bear and Bear creeks and tributaries.

The proposed second application for funding will address the remaining drainages in northern Hays County that empty into the Colorado River, and include the Pedernales River and Barton Creek and associated tributaries. The grant application will be for up to \$150,000 with an equal match required by the County. Halff Associates will prepare the application and coordinate activities related to grant submission to the TWDB and to partnerships with the Lower Colorado River Authority and the U.S. Army Corps of Engineers for federal cost sharing, and facilitate interlocal agreements with local communities. Halff Associates will also continue to work with the Guadalupe-Blanco River Authority in agreements with Hays County for Phase II studies in the southern portion of Hays County that involve the Guadalupe/Blanco River Basin. A proposal from Halff Associates is attached that provides details of the various studies contemplated. The grant application is due to the TWDB by January 22, 2010.

Funding for this activity is requested from the funds dedicated to the flood protection planning efforts.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the County Judge to execute a contract with Halff Associates, Inc. to prepare a grant application to the Texas Water Development Board for further flood protection planning studies in northern Hays County and provide necessary coordination activities associated with flood studies

PREFERRED MEETING DATE REQUESTED: September 22, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER: \$10,000 001-645-00.5448

COUNTY PURCHASING GUIDELINES FOLLOWED: ____ Yes ____

PAYMENT TERMS ACCEPTABLE: ____ Yes ____

COMMENTS: This was not specifically budgeted but there is funding available in countywide consultants.

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: ____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: ____

COUNTY JUDGE

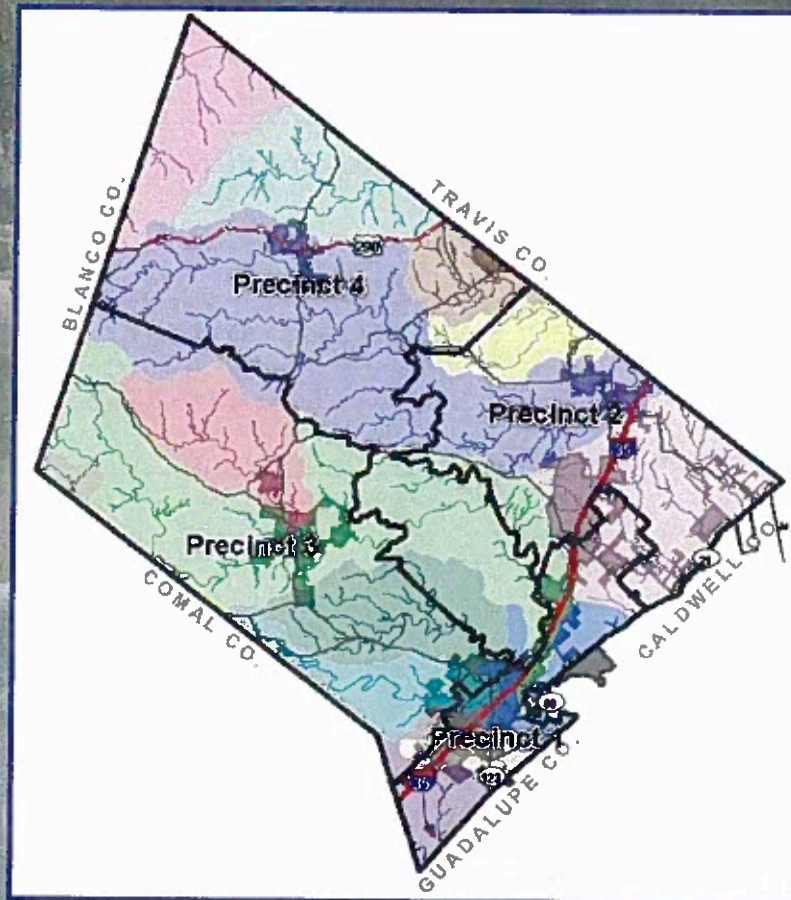
Signature Required if Approved

DATE CONTRACT SIGNED: ____



Hays County Drainage Master Plan

Phase Ib TWDB Flood Protection Planning Grant Application Proposal



November 17, 2009



November 17, 2009

The Honorable Liz Sumter
Judge, Hays County
110 East San Antonio Street, Ste. 300
San Marcos, TX 78666

To the Honorable Judge Sumter:

Halff Associates is pleased to present our proposal to prepare a Texas Water Development Board Flood Protection Planning grant application for Phase Ib of the Hays County Drainage Master Plan. Specifics of this Flood Protection Planning grant application are attached. The Flood Protection Planning grant scope of services is located in section 4 of the attached Phase Ib TWDB Grant Application proposal. The fee to develop this Flood Protection Planning grant application is \$10,000.

Appendix A provides the standard terms and conditions of the agreement. We appreciate the opportunity to be of service to your county. If this proposal meets with the approval of your Commissioner's Court, please execute the contract in Appendix A and return one copy to this office.

Sincerely,
Halff Associates, Inc.

A handwritten signature in blue ink, appearing to read "Wes Birdwell", is written over the typed name.

Wes Birdwell, PE

Executive Summary

Halff Associates is please to present our proposal to prepare a Flood Protection Planning Grant Application for the Phase Ib Hays County Master Drainage Plan. With the successful award of Texas Water Development Board (TWDB) grants and cost participation by the United States Army Corp of Engineers (USACE), the cost to Hays County is 25% of the total cost.

This proposed Hays County Drainage Master Plan will provide substantial benefits to the citizens. It will accurately define flood levels on creeks and rivers throughout the county, identifying the extent of flooding and flood risk. This will facilitate land use planning, emergency response, and will facilitate sound floodplain management while promoting responsible development and potential economic development throughout Hays County for many years.

Background

Development of a countywide Drainage Master Plan is critical to assure feasible flood protection planning. Heavy urbanization is occurring along many local creeks and Rivers where little or no flood elevation information is available. In January 2009, Hays County applied for TWDB Grant which included Phase I as the Guadalupe/Blanco River Basin and Phase II as the Colorado River Basin. In June 2009, the Grant Application was revised to Phase I as the Colorado River Basin and Phase II as the Guadalupe/Blanco River Basin. This revision was necessary due to the availability of a feasibility cost share agreement (FCSA) between Lower Colorado River Authority (LCRA) and the United States Army Corp of Engineers (USACE) that could be used for the Hays County Drainage Master Plan. In October 2009, the TWDB contracted with Hays County for a \$214,225 grant. The amount of the awarded grant does not cover the entire Phase I study cost, therefore Phase I was divided into two study phases.

Project Approach

The Drainage Master Plan will be developed utilizing Hays County's LIDAR data and information from all applicable prior studies, including the City of San Marcos' 2007 Flood Protection Plan, the LCRA/USACE 2003 Flood Damage Evaluation Project, the LCRA Pedernales River study, and the USACE hydrologic study of Onion Creek which was utilized for the Travis County Flood Insurance re-study. The Federal Emergency Management Agency (FEMA) revised the Hays County Flood Insurance Rate Maps in 2005; however, these revised maps provided limited current flood information.

Phase Ia:

Phase Ia will update and complement the 2003 LCRA and USACE data which has an applicable Onion Creek hydrologic model. New hydraulic models will be developed for approximately 73 stream miles of detailed study along the following streams: Onion Creek, three unnamed tributaries to Onion Creek through the City of Dripping Springs, Bear Creek, Bear Creek Tributaries 1, 1A, and 2, Little Bear Creek, and Little Bear Creek Tributary 2. New limited detail hydraulic models will be generated for approximately 185 stream miles. See Figure 1.

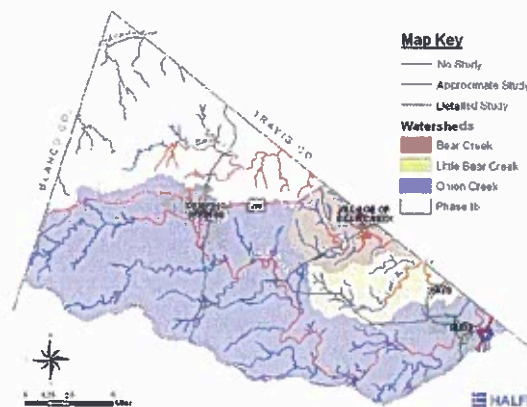


Figure 1. Phase Ia Study Details

Phase Ib:

Phase Ib of the proposed plan will develop comprehensive flood planning information for the Pedernales River and Barton Creek Basins. During this phase, new hydrology will be developed for the Pedernales River and Barton Creek Basins. New hydraulic models will be developed for approximately 40 stream miles of detailed study along the following streams: Barton Creek, Long Branch, Cambrian Creek, Cambrian Creek Tributary 1, Roy Branch, Cottonwood Branch, Little Barton Creek, and Barton Creek Tributaries 2, 2.1, and 3. New limited detail hydraulic models will be generated for approximately 44 stream miles. See Figure 2.

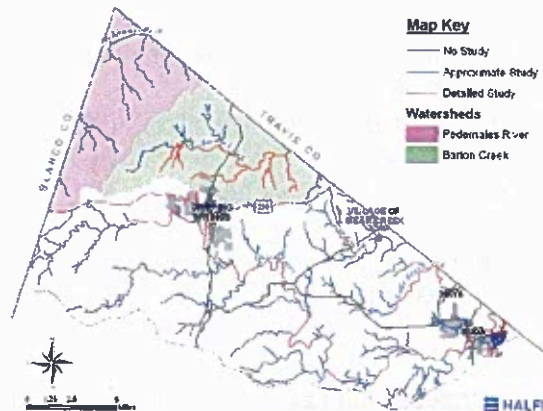


Figure 2. Phase Ib Study Details

Phase II:

Phase II of the proposed plan will develop comprehensive flood planning information for the southern half of the county. During this phase, new hydrology will be developed for the entire southern portion of Hays County that drains to the Guadalupe River. New hydraulic models will be developed for approximately 154 stream miles of detailed study along the following streams to the west of the San Marcos city limits: Blanco River, Wilson Creek, Cypress Creek, Cypress Creek Tributary 1, three unnamed tributaries to Cypress Creek through the City of Woodcreek, Pierce Creek, Spoke Pile Creek, Smith Creek, Lone Man Creek, Sink Creek, San Marcos River, Purgatory Creek, Purgatory Creek Tributary 1, Willow Springs Creek, Cottonwood Creek, Plum Creek, Plum Creek Tributaries 3, 4, and 5, Brushy Creek and Brushy Creek Tributaries 1 and 1.3. This phase also includes the development of approximately 251 stream miles of approximate study hydraulics and the evaluation of flood damage throughout the Guadalupe basin in Hays County. See Figure 3.

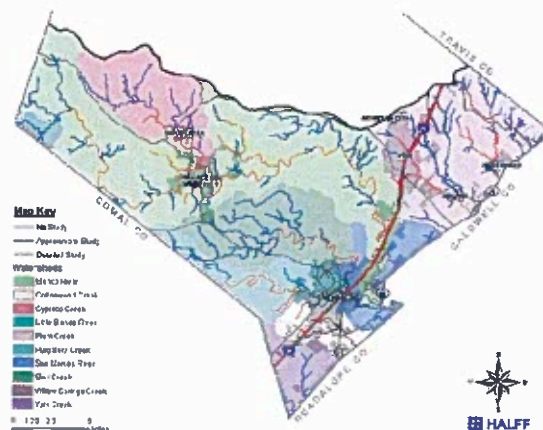


Figure 3. Phase II Study Details

Proposed Scope of Services for the Phase Ib Grant Application

1. Meet with Hays County regarding proposed plan as requested.
2. Provide draft letters for Hays County's use to formally request participation in LCRA (Phase I) and GBRA (Phase II) flood studies, with copies to the USACE. (Draft letters will be provided.)
3. Assist Hays County in negotiating Inter-local agreements with LCRA and GBRA for participation in federal cost share funding through the Corps of Engineers.
4. Attend Commissioner's Court as requested, regarding Hays County Resolution to submit the Phase Ib application in the amount of approximately \$150,000 to the Texas Water Development Board, Flood Protection Planning Grant, by January 22, 2010. (Draft resolution will be provided.)
5. Assist Hays County in requesting its communities to support the grant application by approving similar resolutions. (Draft resolutions and letters to communities will be provided.)
6. Provide draft letters for Hays County to forward to state elected officials (State Representative Patrick Rose and State Senator Jeff Wentworth), regarding their support of the Phase Ib Grant Application. These will be completed by their office, signed, and forwarded to the TWDB. (Draft letters will be provided.)
7. Prepare Phase Ib Grant Application.
8. Assist Hays County in negotiating Inter-local agreements with Hays County Communities throughout the Colorado River Basin including Dripping Springs, Buda, Hays, and the Village of Bear Creek, as well as, attending city council meeting as required.

Professional Fee.....(contract located in Appendix A).....\$10,000.00

APPENDIX A

STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT EFFECTIVE THE LATEST DATE OF EXECUTION AS PROVIDED BELOW BETWEEN
Hays County, Texas (CLIENT), AND HALFF ASSOCIATES, INC. (ENGINEER).

I. SCOPE

Halff Associates, Inc. (hereinafter "Engineer") agrees to perform the services described in the attached Hays County, Texas, Drainage Master Plan Proposal, Dated November 17, 2009, (Scope of Services) which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and these General Terms and Conditions, when executed by Hays County, Texas (hereinafter "Client"), shall constitute a binding Agreement on both parties.

II. COMPENSATION

Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1-1/2 percent per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the parties that receipt of payment(s) by Engineer from Client is in no way contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses will be billed at actual cost and subcontracted services and costs will be billed at actual cost plus a service charge of 10 percent. Mileage incurred will be billed at current IRS rates.

III. RESPONSIBILITY

Engineer is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Engineer shall follow the standard practices of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Engineer shall not be required to provide any certification, assignment or warranty of its work but, upon request and for a separate fee, Engineer may provide written statements regarding its services under this Agreement. Such statements shall be in a form acceptable to Engineer and shall be requested with sufficient advance notice to allow Engineer to review the documents and prepare a suitable statement.

Engineer's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Engineer is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Engineer does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

IV. SCOPE OF CLIENT SERVICES

Client agrees to provide site access, and to provide those services described in the attached Scope of Services.

V. OWNERSHIP OF DOCUMENTS

Upon Engineer's completion of services and receipt of payment

in full, Engineer grants to Client an exclusive license to all drawings, instruments and data produced in connection with Engineer's performance of the work under this Agreement. Said drawings, instruments and data may be copied, duplicated, reproduced, used and disclosed by Client for any purposes Client deems appropriate in connection with the work under this Agreement. **Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement.** Any reuse by Client, or by those who obtain said information from Client, without written verification or adaptation by Engineer will be at Client's sole risk and without liability or legal exposure to Engineer, Engineer's subconsultants or independent associates. Client shall indemnify Engineer, Engineer's subconsultants and independent associates for all damage, liability or cost arising therefrom. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

VI. INDEMNIFICATION

Engineer agrees to indemnify and hold Client harmless from any actual damage, liability or costs, including reasonable attorney's fees and expenses, to the extent caused directly by a negligent act or omission or willful misconduct of Engineer, Engineer's subconsultants or those for whom Engineer is legally liable, in the performance of the professional services which are the subject of this Agreement.

In the event that Client is found to be concurrently negligent, Engineer shall not indemnify for the proportionate negligence of Client, but shall indemnify for the portion of negligence solely attributable to Engineer, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees.

Neither party shall be liable to the other for incidental or consequential damages, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

The parties shall indemnify one another against damages of third parties recoverable from the indemnitee to the extent caused by the comparative negligence of the indemnitor. **Such negligence shall be measured by standards in effect at the time services are rendered, not by later standards. All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the date of issuance of the Certificate of Completion, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.**

Client acknowledges Engineer may perform work at facilities that may contain hazardous materials or conditions, and that Engineer had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of Client, Client agrees to indemnify, defend, and hold Engineer harmless (including attorneys' fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Client against Engineer or Engineer's employees, agents, officers or directors, in any way arising out of the presence of hazardous materials at the facilities, except