

**Commissioners Court -March 20, 2012  
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 **20<sup>th</sup> day of March, 2012**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

**CALL TO ORDER**

**INVOCATION**

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

**ROLL CALL**

**PRESENTATIONS & PROCLAMATIONS**

1	3-4	Adopt a proclamation declaring March 24, 2012 World TB Day. <b>INGALSBE</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	5	Approve payments of county invoices. <b>HERZOG</b>
3	6-11	Approve Commissioners Court Minutes of March 13, 2012. <b>COBB/GONZALEZ</b>
4	12-13	Approve moving funds from County Wide to the Building Maintenance Operating budget for utilities and amend Building Maintenance budget from salary savings to Janitorial Services for the Government Center. <b>COBB/HERZOG</b>

**ACTION ITEMS**

**ROADS**

5	14	Call for a public hearing on April 3, 2012 to establish traffic regulations on Heidenreich Lane. <b>INGALSBE/BORCHERDING</b>
6	15	Call for a public hearing on April 3, 2012 to establish traffic regulations on Rohde Rd. <b>JONES</b>

**SUBDIVISIONS**

7	16-19	12-4-1 Belterra Sawyer Ranch Propane Site (2 lots). Discussion and possible action to consider approval of preliminary plan. <b>WHISENANT/MCINNIS</b>
8	20-45	Discussion and possible action to consider a rebate of development fees to BHM Highpointe Ltd. as outlined in the Hays County Subdivision Fee Incentive Program. <b>WHISENANT/GARZA/BORCHERDING</b>

**MISCELLANEOUS**

9	46	Discussion and possible action to accept the annual report from the Hay County Emergency Services District #3. <b>INGALSBE</b>
10	47	Discussion and possible action to accept the FY 2011 financial statement audit for Hays County as prepared by the accounting firm of Holtman, Wagner, & Company, L.L.P. <b>COBB/HERZOG</b>
11	48-65	Discussion and possible action to authorize the County Judge to execute a contract with Lott Brothers Construction Company for the pre-construction services phase of the Precinct 2 temporary facilities and permanent building. <b>JONES/KENNEDY</b>
12	66-80	Discussion and possible action to authorize the County Judge to execute an agreement with Expert Relocation Systems for moving services necessary to relocate the Precinct 2 offices currently located at 111 N. Front St. in Kyle, TX to 5458 FM 2770. <b>JONES</b>

13	81-97	Discussion and possible action to authorize the County Judge to execute a purchase agreement through the BuyBoard contract for the procurement of temporary office space to be utilized during the construction of a permanent building in Precinct 2. <b>JONES</b>
14	98-110	Discussion and possible action to authorize the County Judge to execute an agreement with Terracon for construction materials observation and testing services during the construction of temporary and permanent facilities for Precinct 2. <b>JONES</b>
15	111	Discussion and possible action to authorize the County Judge to execute a Letter of Intent between Hays County and Southside Community Center for food and dining services in the Hays County Government Center. <b>INGALSBE/COBB</b>
16	112-113	Discussion and possible action to approve a preliminary Hays County budget calendar for FY 2013. <b>COBB/HERZOG</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.

17	114	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of various real properties owned by Hays County. Possible action may follow in open Court. <b>COBB</b>
18	115	Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding all pending and/or contemplated litigation involving Hays County. <b>COBB</b>
19	116	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the appointment, duties, and/or reassignment of each individual Sheriff's Office employee at the Hays County Government Center. Possible action may follow in open Court. <b>INGALSBE/CONLEY</b>

### STANDING AGENDA ITEMS

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

20	Discussion and possible action related to the burn ban and/or disaster declaration. <b>COBB/CHAMBERS</b>
21	Discussion of issues related to proposed capital construction projects in Hays County, including but not limited to the Government Center; the proposed Precinct 2 office; and the Law Enforcement Center Immediate Needs Project. Possible action may follow. <b>INGALSBE</b>
22	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies and Jeff Curren, HDR. Possible action may follow. <b>COBB</b>
23	Discussion of material relating to the Hays County Water and Sewer Authority and/or the LCRA divestiture. <b>WHISENANT</b>

### ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 16<sup>th</sup> day of March, 2012

**COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

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**CLERK OF THE COURT**

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

## *Agenda Item Request Form*

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

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: Adopt a Proclamation declaring March 24, 2012 as World TB Day.**

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

**PREFERRED MEETING DATE REQUESTED: March 20, 2012**

**AMOUNT REQUIRED: N/A**

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

**REQUESTED BY: Rebecca Herring**

**SPONSORED BY: Debbie Ingalsbe**

**SUMMARY: Please see attached Proclamation.**



**PROCLAMATION DECLARING MARCH 24, 2012 AS  
WORLD TB DAY**

**STATE OF TEXAS           §  
  §  
COUNTY OF HAYS       §**

**WHEREAS**, Mycobacterium Tuberculosis (TB) causes recognized disease in some 1400 residents of Texas annually and of those cases a yearly average of 90 of these residents come from our 30 county Region 7 with Hays County treating 12 of those over the past 3 years and investigating some 300 contacts to these cases residing in our area who in turn have a 10-15% lifetime risk of developing active disease if not treated preventively; and

**WHEREAS**, despite a very small decrease in the number of U.S. TB cases, Texas case rate is 6.4 per 100,000 population compared to 4.4 nationally, and double the case rate in U.S. born citizens (3.0 compared to 1.6 per 100,000) with Texas children under 5 years also falling ill at near twice the national rate (3.1 compared to 1.7) and Hays County's close proximity to the Mexican border placing us in an area of even higher concern ranging from 10.2-18.8 cases per 100,000; and

**WHEREAS**, Texas is one of several states to have an increased rate of verified cases of multi-drug resistant forms of Tuberculosis and the spread of this difficult to treat organism nationally threatens to undermine our goal to ultimately eliminate TB; and

**WHEREAS**, pulmonary Tuberculosis is highly contagious and the containment of sick individuals and treatment of infected individuals is vital in preventing the transmission cycle; and

**WHEREAS**, Texas' state and local health departments are united to support the individuals, families, and communities affected by this disease and to renew our commitment in the prevention of the spread of TB; and

**WHEREAS**, commitment and public awareness concerning TB education and prevention are some of our best weapons in eliminating Tuberculosis in Texas; and

**WHEREAS**, to increase public awareness of the international health threat posed by Tuberculosis and with the ultimate goal of TB elimination, the Centers for Disease Control and the Texas Department of State Health Services Division of Tuberculosis Elimination join in partnership with the Region 7 TB Prevention Program, Hays County, and Hays County Personal Health Department to invite all health providers and residents of Texas to participate in World TB Day, March 24, 2012.

**NOW, THEREFORE, BE IT PROCLAIMED** that the Hays County Commissioners' Court does hereby proclaim the 24<sup>th</sup> day of March, 2012 as:

**WORLD TB DAY**

**ADOPTED THIS THE 20<sup>th</sup> DAY OF MARCH, 2012**

\_\_\_\_\_  
**Bert Cobb**  
**Hays County Judge**

\_\_\_\_\_  
**Debbie Gonzales Ingalsbe**  
**Commissioner, Pct. 1**

\_\_\_\_\_  
**Mark Jones**  
**Commissioner, Pct. 2**

\_\_\_\_\_  
**Will Conley**  
**Commissioner, Pct. 3**

\_\_\_\_\_  
**Ray Whisenant**  
**Commissioner, Pct. 4**

**ATTEST:**

\_\_\_\_\_  
**Liz Q. Gonzalez**  
**Hays County Clerk**

## *Agenda Item Request Form*

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

Phone (512) 393-2205

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

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

**PREFERRED MEETING DATE REQUESTED: 3/20/12**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Auditor's Office**

**SPONSORED BY: Bill Herzog**

## *Agenda Item Request Form*

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

**AGENDA ITEM: APPROVE COMMISSIONERS COURT MINUTES OF MARCH 13, 2012**

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

**PREFERRED MEETING DATE REQUESTED: MARCH 20, 2012**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: GONZALEZ**

**SPONSORED BY: COBB**

**SUMMARY:**



STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 13<sup>TH</sup> DAY OF MARCH A.D., 2012, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ALBERT H. COBB JR  
DEBBIE GONZALES INGALSBE  
MARK JONES  
WILL CONLEY  
RAY O. WHISENANT JR  
LIZ G. GONZALEZ

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

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Judge Cobb gave the invocation and led the court in the Pledge of Allegiance to the flags. Judge Cobb called the meeting to order.

#### Public Comment

The Boys Scout Troop #106, San Marcos, Zack Herzog, Felix Hinojosa, Derby Pinegar, Noah Hinojosa, Gabriel Hernandez, Elijah Mercado, Bill Herzog (Scoutmaster) and Mark Romesburg (Assistant Scoutmaster) attended today's Commissioners Court meeting as part of their requirement for "Citizenship in the Community" merit badge.

#### 27933 ADOPT A PROCLAMATION DECLARING MARCH 12 - 18, 2012 AS MULTIPLE SCLEROSIS AWARENESS WEEK

Linda Coker spoke. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt a Proclamation declaring March 12-18, 2012 as Multiple Sclerosis Awareness Week. All voting "Aye". MOTION PASSED

#### 27934 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to approve payments of County Invoices in the amount of \$949,660.90 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

#### 27935 APPROVE COMMISSIONERS COURT MINUTES OF MARCH 6, 2012

A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to approve Commissioners Court Minutes of March 6, 2012 as presented by the County Clerk. All voting "Aye". MOTION PASSED

#### 27936 ACCEPT THE DELIVERY OF THE INTERNAL EXAMINATION REPORT FOR THE HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT

In accordance with subsection 115.002 of the Texas Local Government Code, the Auditor's office, performed an internal examination of the Hays County Development Service Department's financial records, for the period of January 1, 2010 through August 31, 2011. The internal examination consisted of reviewing receipts, deposits refunds, fixed assets, and other supporting documentation. Based on the internal examination, except for the following findings and recommendations, cash receipts and disbursements appear to be adequately accounted for and related records appear to be accurately maintained in accordance with statutory requirements under subsection 112.001 of the Texas Local Government Code. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to accept the delivery of the Internal Examination Report for the Hays County Development Services Department. All voting "Aye". MOTION PASSED

**County Clerk's Note Agenda Item #5 Re: APPROVE RENEWAL AGREEMENT FOR PLANNED MAINTENANCE ON THE GENERATOR AT THE HAYS COUNTY PERSONAL HEALTH DEPARTMENT, 401A BROADWAY, SAN MARCOS, TEXAS - was pulled**

#### 27937 AUTHORIZE INFORMATION TECHNOLOGY TO DISPOSE OF COMPUTER EQUIPMENT

Goodwill has expressed an interest in receiving the computer equipment from the County. Information Technology has stripped the equipment of any usable parts. The recommendation to the court would be to dispose of the equipment as worthless (pursuant to Local Government Code 263.152-Disposition (3) and send to Goodwill for recycling. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to authorize Information Technology to dispose of computer equipment. All voting "Aye". MOTION PASSED



MARCH 13, 2012

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VOLUME U PG 795

**27938 APPROVE UTILITY PERMITS**

A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to approve Utility Permit #846 on Valley Springs Road issued to Time Warner Cable. All voting "Aye". MOTION PASSED

**27939 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A RENEWAL OF THE INTERLOCAL AGREEMENT (ILA) BETWEEN THE CITY OF WOODCREEK AND HAYS COUNTY REGARDING ROAD REPAIR AND MAINTENANCE**

The Interlocal Agreement between the City of Woodcreek and Hays County has twice expired since its original term. The City has requested renewal of the Agreement. A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a renewal of the Interlocal Agreement (ILA) between the City of Woodcreek and Hays County regarding road repair and maintenance. All voting "Aye". MOTION PASSED

**27940 APPROVE THE AUGUST 2011-JANUARY 2012 TREASURER'S REPORTS AND INVESTMENT REPORTS**

A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to approve the August 2011-January 2012 Treasurer's Reports and Investment Reports. All voting "Aye". MOTION PASSED

**27941 APPROVE RENEWAL CONTRACT FOR RON HOOD, CONSTABLE, PRECINCT 4 WITH THE TEXAS 1033 SURPLUS PROPERTY PROGRAM AND AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE CONTRACT**

A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to approve renewal contract for Ron Hood, Constable, Precinct 4 with the Texas 1033 Surplus Property Program and authorize the County Judge to execute the contract. All voting "Aye". MOTION PASSED

**27942 AMEND THE BUDGET OF CONSTABLE, PRECINCT 2 FOR VEHICLE MAINTENANCE FROM LAW ENFORCEMENT EQUIPMENT**

Constable Kohler has issues with vehicle maintenance costs for his 2009 Dodge vehicle. The engine seized up; warranty will cover most of the \$6,000 cost; however, County cost is \$1,600. Constable Kohler has savings from radar & lightbar eqpt. Totaling \$1,115, which he wishes to transfer to vehicle maint. to help cover the engine replacement. Amount Required \$ 1,115.00 to 001-636-00.5413 Veh Maint from 001-636-00.5717\_400 Law Enf. Eqpt. A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to amend the Budget of Constable, Precinct 2 for vehicle maintenance from law enforcement equipment. All voting "Aye". MOTION PASSED

**27943 AUTHORIZE THE GOVERNMENT CENTER SECURITY TO ASSUME THE ELECTIONS OFFICE EQUIPMENT LEASE FOR COPIER AND AMEND THE BUDGET FOR THE COST OF THE LEASE AND FOR LAND LINES AND CELL PHONE SERVICE**

The Government Center Security Office is in need of a copier in order to maintain the docket schedules on a daily basis. The Elections Office has a copier that is in their old building not being used and is willing to transfer the lease. Also, land lines and cell phones were not originally planned during the budget process and have now all been installed and distributed. Amount Required \$3,740.00 (Increase Eqpt. Lease 001-613-00.5473 - \$1,040, Increase Telephone 001-613-00.5489 - \$2,700, Decrease Staff Salaries 001-613-00.5021 - (\$2,400), Decrease Uniforms 001-613-00.5474 - (\$1,340). A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to authorize the Government Center Security to assume the Elections Office equipment lease for copier and amend the budget for the cost of the lease and for land lines and cell phone service. All voting "Aye". MOTION PASSED

**27944 ACCEPT A DONATION OF \$100.00 TO THE SHERIFF'S OFFICE COMMUNITY OUTREACH PROGRAM AND AMEND THE BUDGET ACCORDINGLY**

The Sheriff's Office received a donation in the amount of \$100.00 and request to deposit into line item 052-618-00.4610/Contributions. A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to accept a donation of \$100.00 to the Sheriff's Office Community Outreach Program and amend the budget accordingly. All voting "Aye". MOTION PASSED





**27945      APPROVE THE ADJUSTMENT OF THE COUNTY ELECTION PRECINCT BOUNDARIES**

Joyce Cowan Elections Administrator spoke. Commissioners Court approved our County Election Precinct boundaries on September 20, 2011 and December 6, 2011. Due to a lawsuit filed in the United States District Court for the Western District of Texas opposing the State's Congressional, Senatorial and State Representative boundaries. A Court Order (March 1, 2012) has been issued adopting Plan C235 (Congressional Districts), Plan S172 (Senatorial Districts) and Plan H309 (State Rep. Districts) changing our original boundary lines therefore causing us to redraw some of our precincts. **A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to approve the adjustment of the county election precinct boundaries. All voting "Aye". MOTION PASSED**

**27946      ACCEPT AND APPROVE THE PROPOSAL FOR THE LAW ENFORCEMENT CENTER IMMEDIATE NEEDS - RTU CONTROL UPGRADES AS SUBMITTED BY JE DUNN CONSTRUCTION AND TO WAIVE THE COUNTY PURCHASING POLICY THAT WOULD REQUIRE OBTAINING TWO ADDITIONAL QUOTES**

Captain Brad Robinson of the Sheriff's Office spoke. The Commissioners Court approved \$2 Million for immediately needed Jail Renovations on August 24, 2010. Hays County contracted with JE Dunn Construction to provide General Contracting Services for the HVAC Upgrades effective October 19, 2010. The installation of 30 RTUs is complete. Additional upgrades (including troubleshooting/repair of existing wiring, and additional transmitter located in the Administration Area, and upgrades to the RTUs to protect and prolong the life of the equipment) are required. JE Dunn, as the General Contractor, and Mtech, as the Subcontractor, performed the original scope of work; thus, it is being requested that the purchasing policy requiring a total of 3 quotes be waived to maintain consistency in the work and to eliminate any potential voids in existing warranties. Discussion included waiving the purchasing policy and acceptance and approval of the Proposal submitted by JE Dunn. This work does not increase the approved \$2M budget; funds remaining in the HVAC Upgrades line item will be used to fund the additional scope of work. Amount required \$ 17,690.00 from line item 001-645-00.5741 Countywide Miscellaneous Capital Improvements. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to accept and approve the Proposal for the Law Enforcement Center Immediate Needs - RTU Control Upgrades as submitted by JE Dunn Construction and to waive the County purchasing policy that would require obtaining two additional quotes. All voting "Aye". MOTION PASSED**

**27947      ADOPT A RESOLUTION REQUESTING A SALE OF PROPERTY ACQUIRED BY THE CITY OF SAN MARCOS, TEXAS IN TRUST FOR ITSELF, SAN MARCOS CISD AND HAYS COUNTY AT A DELINQUENT TAX SALE**

The Tax Office has received an offer to purchase a piece of real property that was bid into trust at a tax sale. The City of San Marcos owns the property in trust for several taxing units, including Hays County. The property is located in Precinct 1. An offer was made to purchase the property from the taxing units for \$1,000. The approval of the governing bodies of all the taxing units with an interest in the property is required to accept this offer. The property is described as a .229 acre tract out of Lot 8 Blk 12 D.S. Combs Addition to the City of San Marcos. Unfortunately, the property is landlocked and there does not appear to be a street address. The property was bid into trust because nobody made the minimum bid at the tax sale. The offer of \$1,000 is close to the Hays County Appraisal District's 2011 appraised market value of \$1,200 for the property. Accordingly, MVBA recommends that Hays County pass a resolution authorizing the City of San Marcos to accept the \$1,000 offer. Similar resolutions are being presented to the governing bodies of the City of San Marcos and the San Marcos Consolidated School Dist. If any of the three governing bodies do not approve the resolution, the property will not be sold. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt a resolution requesting a sale of property acquired by the City of San Marcos, Texas in trust for itself, San Marcos CISD and Hays County at a Delinquent Tax Sale. All voting "Aye". MOTION PASSED**

**27948      APPROVE THE SECURITY AND ACCESS POLICY FOR THE HAYS COUNTY GOVERNMENT CENTER AND FEE AMOUNT FOR THE ISSUANCE OF CARDS TO HAYS COUNTY BAR ASSOCIATION MEMBERS**

Gary Cutler Hays County Sheriff spoke. Since the opening of the new Government Center, Legal Counsels and representatives from the Sheriff's Office have been developing the following policy. Introduction of this policy will enable card-carrying local bar members to bypass security for easier access to the Courts. Applications will be taken immediately and badges could be issued within 60 days. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve the security and access policy for the Hays County Government Center and fee amount for the issuance of cards to Hays County Bar Association members. All voting "Aye". MOTION PASSED**



MARCH 13, 2012

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VOLUME U PG 797

**27949      AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL CONTRACT WITH SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION FOR LICENSING OF PERMITTING SOFTWARE FOR USE IN THE DEVELOPMENT SERVICES DEPARTMENT AND AMEND BUDGET ACCORDINGLY**

Clint Garza Director of Development Services spoke. The Development Services Department is beginning the process of updating the database management and permitting system used all permitting and inspection tracking performed by the department. The Interlocal Contract is with The South Central Planning and Development Commission (SCPDC), a regional planning commission and Political Subdivision of the State of Louisiana. Representative from the Capital Area Council of Governments (CAPCOG) introduced staff to the "MyPermitNow" software created and provided by SCPDC. Staff believes the new software and database management system will make the application process friendlier to the public by providing online application tracking, online application and automated permit approval messaging. Internally, the system is much more functional than the current database management system as it will integrate subdivision and planning as well as the 911/GIS information into the permitting software. Funds were budgeted in County Wide contingencies during the budget process for this project and will be moved to the IT Department budget for proper general ledger tracking. Amount Required \$ 3,800.00 (Increase Software Maint: 001-680-00.5429 - \$3,800, Decrease Co Wide Cont: 001-645-00.5399 - (\$3,800.00). A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to authorize the County Judge to execute an Interlocal Contract with South Central Planning and Development Commission for licensing of permitting software for use in the Development Services Department and amend budget accordingly. All voting "Aye". MOTION PASSED

**27950      APPROVE THE APPOINTMENT OF ROSALBA MERCHANT TO THE BOARD OF DIRECTORS OF COMMUNITY ACTION INC. OF CENTRAL TEXAS**

Ms. Rosalba Merchant will replace James Akers as the Hays County Commissioners Court appointment to the Board of Directors for Community Action Inc. of Central Texas. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve the appointment of Rosalba Merchant to the Board of Directors of Community Action Inc. of Central Texas. All voting "Aye". MOTION PASSED

**EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, OR VALUE OF REAL PROPERTY RELATED TO THE MARKETING AND POTENTIAL SALE OF COUNTY OWNED PROPERTIES**

Court convened into closed executive session at 10:13 am and reconvened into open court meeting at 10:40 am. In attendance in Executive Session were Commissioners Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb, Special Counsel Mark Kennedy, Lon Shell, Edward Johnson of Johnson True and CBRE Representative. No Action Taken.

**EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, LEASE, EXCHANGE, OR VALUE OF REAL PROPERTY RELATED TO THE DAHLSTROM RANCH PROJECT IN PRECINCT 2**

Court convened into closed executive session at 10:43 am and reconvened into open court meeting at 11:50 am. In attendance in Executive Session were Commissioners Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb, Special Counsel Mark Kennedy and Lon Shell. No Action Taken.

**ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION**

The Burn Ban will remain lifted.

**27951      TO ACCEPT SOUTHSIDE COMMUNITY CENTER AS THE VENDOR FOR THE GOVERNMENT CENTER**

Bob Hinkle spoke of the Steering Committee Evaluation food service contract for the Government Center. Hays County received proposals from two local vendors, Ruben Becerra with Gils Broiler & Manske Roll Bakery and Ruben Garza with Southside Community Center. Both would conduct business from 8-5, both will agree to either a 10% return to the County based on gross sales or negotiate a payment for rent. Gil's Broiler plans to provide all the equipment needed to conduct day to day business. They are also proposing that they pay for the space provided by Hays County in percentage of sales. Gil's Broiler is proposing that 10% of gross sales be paid to Hays County. Southside Community will provide menus for Breakfast and Lunch, Jury Menu, County Meeting Catering Menu, Dessert Menu and To-Go Menus they would also provide: Recycling Bins-staff will remove these at the end of every day, vending machines. A motion was made by Commissioner Conley, and seconded by Commissioner Whisenant to accept Southside Community Center as the vendor for the Government Center. Commissioner Ingalsbe abstained. Commissioner Jones, Commissioner Conley, Commissioner Whisenant and Judge Cobb voting "Aye". MOTION PASSED

**DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR**

Jeff Watson gave a Progress Report on Hays county Pass Through Financing Program. FM 1626 Southern Section (FM 2270 to FM 967) – Environmental Process (45% Complete/Draft EA Report 90% Complete); Design (Schematic 95% Complete, PS&E 55% Complete), ROW Coordination & Acquisition (10% Complete), Utility Coordination & Relocation (15% Complete), Construction (0% Complete). FM 1626 Northern Section (FM 967 to Brodie Ln) – Jacobs, Environmental Process – TxDOT (98% Complete), Design (Schematic 100% Complete, PS&E 99% Complete), ROW Coordination & Acquisition (65% Complete), Utility Coordination & Relocation (20% Complete), Construction (0% Complete). FM 110 (IH 35 to SH 123) – S&B Infrastructure, Environmental Process – TxDOT (95% Complete), Design (Schematic 100% Complete, PS&E 90% Complete), ROW Coordination & Acquisition (95% Complete), Utility Coordination & Relocation (20% Complete), Construction (0% Complete). US 290 (Nutty Brown road to Trautwein Road) – Construction Complete; IH 35 Phase I (FM 2001 to FM 1626 & Kyle Crossing/CR 210 Overpass, Environmental Process (100% Complete), Design (Schematic 100% Complete), ROW Coordination & Acquisition (98% Complete), Utility Coordination & Relocation (99% Complete), Construction (98% Complete). IH 35 Phase IIA (RM 150 Realignment) – URS, Environmental Process (100% Complete), Design (Schematic 99% Complete, PS&E Complete), ROW Coordination & Acquisition (50% Complete), Utility coordination & Relocation (25% Complete), Construction (0% Complete). IH 35 phase IIB (FM 1626 to Yarrington) – CP&Y, Environmental Process (95% Complete), Design (Schematic 99% Complete PS&E 95% Complete), ROW Coordination & Acquisition (100% Complete), Utility Coordination & Relocation (60% Complete), Construction (0% Complete). FM 2001 (Frontage Road Connector) – Construction Complete.

**DISCUSSION OF MATERIAL RELATING TO THE HAYS COUNTY WATER AND SEWER AUTHORITY AND/OR THE LCRA DIVESTITURE**

Commissioner Whisenant spoke of Hays County Water and Sewer Authority and the LCRA Divestiture will be accepted on Thursday at 10:00 am meeting.

A motion was made by Commissioner Jones, seconded by Judge Cobb to adjourn court.

I, LIZ G. GONZALEZ, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on March 13, 2012.



LIZ G GONZALEZ, COUNTY CLERK AND EXOFFICIO  
CLERK OF THE COMMISSIONERS' COURT OF  
HAYS COUNTY, TEXAS



## *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:** Move funds from County Wide to the Building Maintenance Operating budget for utilities and amend Building Maintenance budget from salary savings to Janitorial Services for the Government Center.

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

**PREFERRED MEETING DATE REQUESTED:** March 20, 2012

**AMOUNT REQUIRED:** \$160,700

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 001-695-00.]

**REQUESTED BY:** Bill Herzog, CPA

**SPONSORED BY:** Judge Bert Cobb, MD

#### **SUMMARY:**

##### Budget Amendment:

Increase Contract Services	001-695-00.5448_008	\$41,700
Decrease Salaries	001-695-00.5021	(\$35,000)
Decrease FICA	001-695-00.5101_100	(\$2,200)
Decrease Medicare	001-695-00.5101_200	(\$600)
Decrease Retirement	001-695-00.5101_300	(\$3,900)
Increase Utilities	001-695-00.5480_260	\$119,000
Decrease Co-Wide Utilities	001-645-00.5480_260	(\$119,000)

**FUND NO. 001**  
**FUND TITLE: GENERAL FUND**

<u>Line Item Expenditures</u>		Appropriation	<u>Amendment</u>		Appropriation
		before	<u>Increases</u>	<u>Decreases</u>	as
		<u>Amendment</u>			<u>Amended</u>
<b><u>Building Maintenance (695):</u></b>					
001-695-00.5448_008	Contract Svcs/Consultants	0	41,700		41,700
001-695-00.5480_260	Utilities-Govt. Center	0	119,000		119,000
001-695-00.5021	Staff	343,963		(35,000)	308,963
001-695-00.5101_100	Fica	24,259		(2,200)	22,059
001-695-00.5101_200	Medicare	5,674		(600)	5,074
001-695-00.5101_300	Retirement			(3,900)	38,249
<b><u>Countywide Operations (645):</u></b>					
001-645-00.5480_260	Utilities-Govt. Center	<u>119,000</u>		(119,000)	0
			<u>160,700</u>	<u>(160,700)</u>	

Transfer to janitorial svcs from salary savings in Bldg Maint.; transfer Govt. Center utilities from Countywide (where budgeted) to Bldg. Maint (where paid)

***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:** Call for a public hearing on April 3, 2012 to establish traffic regulations on Heidenreich Lane.

<b>CIRCLE ONE ACTION ITEM</b>	<b>Subdivision</b>	<b><u>Road</u></b>	<b>Staff Recommendation</b>
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**PREFERRED MEETING DATE REQUESTED:** March 20, 2012

**AMOUNT REQUIRED:** n/a

**LINE ITEM NUMBER OF FUNDS REQUIRED:** n/a

**REQUESTED BY:** Jerry Borcharding

**SPONSORED BY:** Commissioner Debbie Ingalsbe

**SUMMARY:**

To establish: a speed limit of 40 MPH on Heidenreich Lane between FM 150 and Bunton Lane.

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**

*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:** Call for a public hearing on April 3, 2012 to establish traffic regulations on Rohde Rd.

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

**PREFERRED MEETING DATE REQUESTED:** March 20, 2012

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** Jerry Borcharding

**SPONSORED BY:** Commissioner Precinct 2 Mark Jones

**SUMMARY:**

The public hearing will be held to establish a speed limit of 40 MPH on Rohde Rd between Goforth Rd. and SH 21.

### 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:**

**12-4-1 Belterra Sawyer Ranch Propane Site (2 lots). Discussion and possible action to consider approval of preliminary plan.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: March 20, 2012**

**AMOUNT REQUIRED: N/A**

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

**REQUESTED BY: Roxie McInnis**

**SPONSORED BY: Precinct 4 Commissioner Ray Whisenant**

**SUMMARY:**

The Belterra Sawyer Ranch Propane Site is a proposed division of 22.506 acres of land located at the intersection of Belterra Drive and Sawyer Ranch Road in Precinct 4. The division will result in two lots, Lot 1 being 3.173 acres and Lot 2 being 19.333 acres.

Both lots will be served by surface water and public sewer by Hays County WCID #2.

This property is located within the City of Dripping Springs' extra-territorial jurisdiction. The project was approved by the city on November 8, 2011.

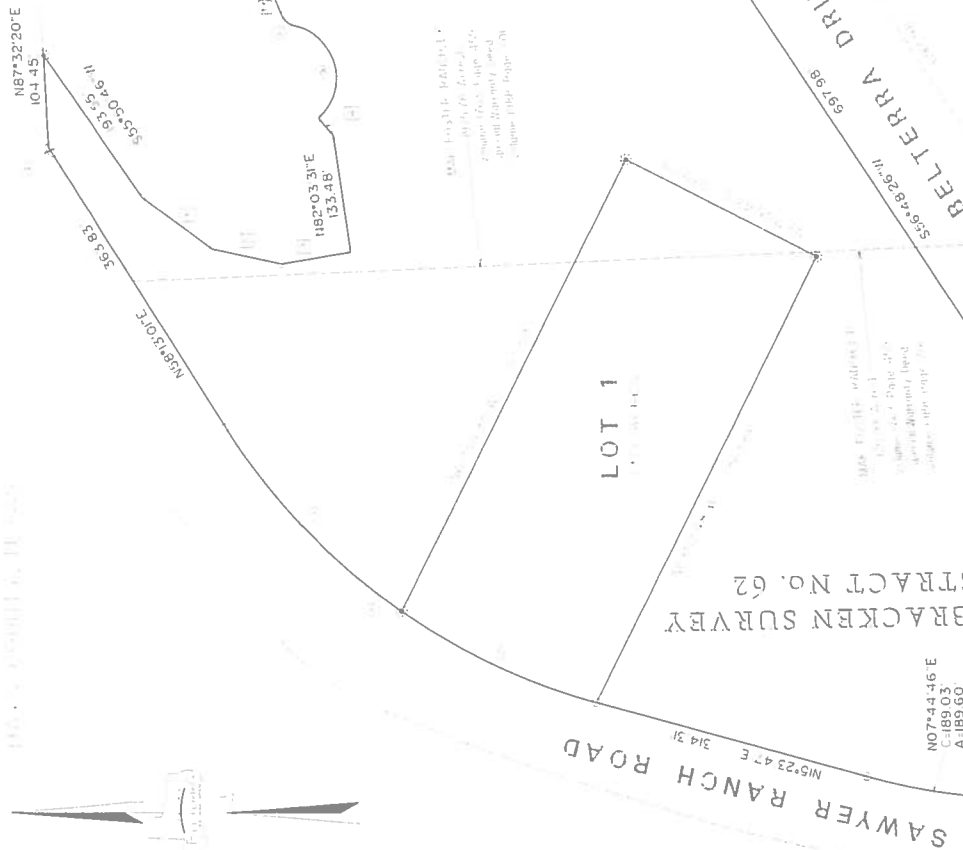


17

# BELTERRA SAWYER RANCH PROPANE SITE

E.B. HARGRAVES SURVEY  
ABSTRACT No. 240

Harold Lewis and wife,  
Peggy Lewis  
(45.00 Acres)  
Volume 1241 Page 759  
Warranty Deed



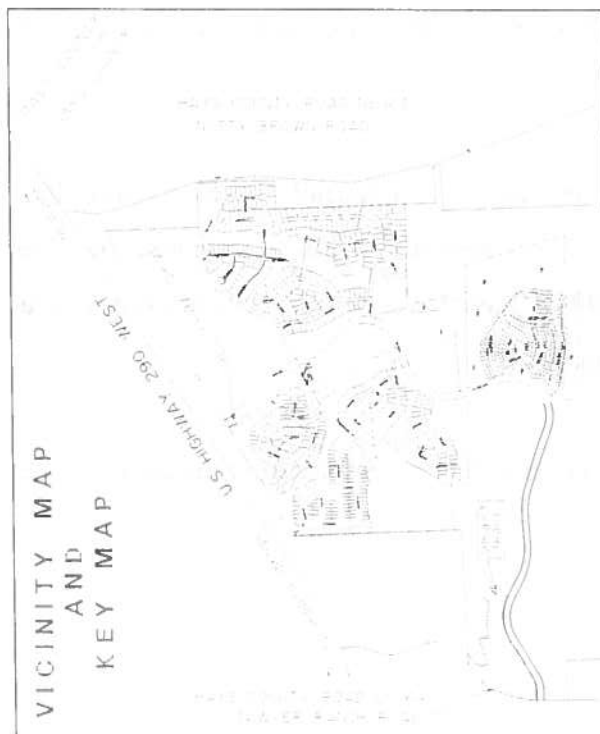
JAMES FLOYD SURVEY  
ABSTRACT No. 175

JAMES BRACKEN SURVEY  
ABSTRACT No. 62

SCALE: 1" = 100'

Legend

- 1. Easement
- 2. Right of Way
- 3. Survey Line
- 4. Boundary Line
- 5. Easement
- 6. Right of Way
- 7. Survey Line
- 8. Boundary Line
- 9. Easement
- 10. Right of Way
- 11. Survey Line
- 12. Boundary Line
- 13. Easement
- 14. Right of Way
- 15. Survey Line
- 16. Boundary Line
- 17. Easement
- 18. Right of Way
- 19. Survey Line
- 20. Boundary Line
- 21. Easement
- 22. Right of Way
- 23. Survey Line
- 24. Boundary Line
- 25. Easement
- 26. Right of Way
- 27. Survey Line
- 28. Boundary Line
- 29. Easement
- 30. Right of Way
- 31. Survey Line
- 32. Boundary Line
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- 34. Right of Way
- 35. Survey Line
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- 37. Easement
- 38. Right of Way
- 39. Survey Line
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- 42. Right of Way
- 43. Survey Line
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- 72. Boundary Line
- 73. Easement
- 74. Right of Way
- 75. Survey Line
- 76. Boundary Line
- 77. Easement
- 78. Right of Way
- 79. Survey Line
- 80. Boundary Line
- 81. Easement
- 82. Right of Way
- 83. Survey Line
- 84. Boundary Line
- 85. Easement
- 86. Right of Way
- 87. Survey Line
- 88. Boundary Line
- 89. Easement
- 90. Right of Way
- 91. Survey Line
- 92. Boundary Line
- 93. Easement
- 94. Right of Way
- 95. Survey Line
- 96. Boundary Line
- 97. Easement
- 98. Right of Way
- 99. Survey Line
- 100. Boundary Line



## *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 consider a rebate of development fees to BHM Highpointe Ltd. as outlined in the Hays County Subdivision Fee Incentive Program.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: March 6, 2012**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED: TBD**

**REQUESTED BY: Clint Garza/Jerry Borcharding**

**SPONSORED BY: Precinct 4 Commissioner Ray Whisenant**

**SUMMARY:**

On July 11, 2006, the Commissioners Court approved a revised subdivision fee schedule and incentive program. At that time, the Court identified development related activities that, if performed, would qualify the owner for a partial rebate of development fees submitted at the time of platting.

The developer for Highpointe Subdivision, Phase 5, is requesting the full rebate of \$200 per lot for all 132 lots within that phase. At the time of platting the developer indicated a water quality pond would be constructed with pollutant removal compliant with the minimum for the incentives program.

The request letter, fee schedule, incentive program, and cost estimates are attached.

# CMA Engineering, Inc.

F-3053

Robert P. Callegari, P.E.  
Felix J. Manka, P.E.

*emailed*

January 12, 2012

Roxie Botkin  
Subdivision Coordinator  
Hays County  
1251 Civic Center Loop  
San Marcos, Texas 78666

RE: Subdivision Fee Incentives Program Reimbursement for HighPointe Subdivision Phase 5

Dear Roxie:

This letter is submitted on behalf of the owner, BHM HighPointe, Ltd., in conjunction with, and in support of the partial reimbursement of preliminary plat fees, as outlined in the Hays County Economic Incentives plan of 2006.

The preliminary plat for HighPointe Phase 5 was submitted to Hays County in December 2006, at which point Hays County had a recently changed their subdivision fee schedule and had added a method of obtaining reimbursement for up to half of the per lot fees. The preliminary plat fees paid at that time were \$53,600 (Base fee of \$800 plus \$400/lot for a 132 lot subdivision). Attachment A is a copy of the Hays County Subdivision Fee Schedule and Subdivision Fee Incentives Program packet that was distributed in 2006.

The rebate application process, as noted in Attachment A, states the following must be done:

- 1.) At the time of platting, the applicant must identify all proposed projects for which a rebate will be requested.
- 2.) An engineer's design and cost estimate is required for all proposed structural improvements.
- 3.) All rebate requests, except donations to the Open Space Preservation Fund, must be accompanied by an invoice certifying actual expenditures.
- 4.) The applicant must contact the County Engineer for inspection of all improvements for which the rebate is requested.

The developers of HighPointe have met these requirements in the following ways:

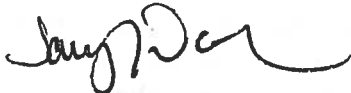
- 1.) As shown in Attachment B, the transmittal letter for HighPointe Phase 5 Preliminary Plat (dated December 5, 2006), identified that the developer would be seeking refunds under the reimbursement program.
- 2.) Also included in Attachment B are the construction plan sheets for the proposed water quality pond improvements, which is the qualifying activity for the incentives program, as well as the cost estimates of the subdivision construction.

- 3.) The actual expenditures are verified in Attachment D, the final pay request from the contractor. The water quality pond that serves Phases 4 and 5 was constructed in 2008, and the HighPointe Phase 4 Section 1A – Utilities Pay Estimate # 14 and Final shows that the Water Quality Pond, Complete in Place was completed by Joe Bland Construction for a payment of \$147,500.00.
- 4.) The drainage and paving improvements were inspected by the Hays County inspectors during construction of HighPointe Phase 4 Section 1A in 2008, and the subdivision was accepted by the county in early 2009.

At the time of the HighPointe Phase 5 preliminary plat approval through the commissioner's court, Felix Manka and I met with the seated Precinct 4 commissioner, Russ Molenar. He agreed that once the qualifying incentive activities had been constructed, that up to half the per lot fees could be reimbursed to the developers. The attached documents should provide proof that all required steps were followed to insure a full reimbursement of that amount. Therefore, we request that a total of \$26,400 (\$200 a lot for 132 lots).

If you have further questions, please feel free to contact me at (512) 432-1000.

Thank you,  
**CMA Engineering, Inc.**



Jacy Warwick, P.E.

**Attachments:**

- A – Hays County Appendix A Subdivision Fee Schedule & Subdivision Fee Incentives Program
- B – Transmittal Letter for HighPointe Phase 5 Preliminary, Dated December 5, 2006
- C – Receipt for Fees Paid for HighPointe Phase 5 Preliminary
- D – Final Contractor Pay Request

xc: BHM HighPointe, Ltd.

## ATTACHMENT A

### Hays County Appendix A Subdivision Fee Schedule & Subdivision Fee Incentives Program

## **APPENDIX I**

### **SUBDIVISION FEE SCHEDULE**

**REVIEW FEE:** Payable to "Hays County Treasurer"

Plat submittal with no floodplain: \$500, plus \$400 per lot

Plat submittal, 2 lots or less: \$500, plus \$100 per lot

Plat submittal with floodplain: \$800, plus \$400 per lot

Revised plat & cancellation: \$200, plus \$50 per lot

Variance request, per variance requested: \$100

Release of easement: \$100

Flood study review: Based on actual cost of review

Public notification for resubdivision or replat: based on actual cost  
Currently \$200, plus \$4.62 per letter, plus actual cost of newspaper notice

**FILING FEES:** (Payable to "Hays County Clerk" at time of recording)

First page: \$50, plus \$6 records management and security fee

Each additional page: \$50



## **Subdivision Fee Incentives Program**

### **Qualifying Activities:**

1. Construction of water quality ponds (must remove at least 80% nutrient and sedimentation load)
2. Rainwater collection facilities on amenities structures
3. Construction of recharge structures
4. Cedar eradication (joint County & USF&WS plan approval required)
5. Boundary street improvements (no more than 50% of total rebate)
6. Wastewater reuse plumbing to individual lots
7. 50% of rebate may go to a dedicated fund for open space preservation and development mitigation.
8. \$100 of the County's per lot portion will go the same dedicated fund

### **Rebate Application Process:**

1. At the time of platting, the applicant must identify all proposed projects for which a rebate will be requested
2. An engineer's design and cost estimate is required for all proposed structural improvements
3. All rebate requests, except donations to the Open Space Preservation Fund, must be accompanied by an invoice certifying actual expenditures
4. The applicant must contact the County Engineer for inspection of all improvements for which a rebate is requested

## ATTACHMENT B

Transmittal Letter for HighPointe Phase 5 Preliminary  
Dated December 5, 2006

# Transmittal

## CMA Engineering, Inc.

14101 West Highway 290

Building 600

Austin, Texas 78737

Phone: (512) 894-3230

Fax: (512) 894-3225

Date December 5, 2006

Attention Sandra Ervin

Company Hays County

Address 1250 Civic Center Loop

San Marcos, Texas 78666

Phone 512-393-2157

Sent Via Overnight

CMA Job No. 1324-001

Re: HighPointe Phase 5

### Attached:

Sandra,

Here's the application for the Preliminary Plat of HighPointe Phase 5, along with 16 copies of the Plat, and the design and bid cost of the water quality pond (for the reimbursement program). The pond was designed in the Phase 4 section, but will handle treatment of Phase 4 and 5. The check from Pulte for the fees, in a total of \$53,600 (132 lots), is being overnighted directly to you.

Please call if you need to discuss any of this.

Thanks so much,

Sent by: Jacy Warwick  
Jacy Warwick

**SUBDIVISION PLAT SUBMITTAL FORM**  
**SUPPORTING INFORMATION**  
for Hays County, Texas

To be included with Plat Submittal  
All **APPLICABLE** entries must be completed

**PROPOSED NAME OF SUBDIVISION:** HighPointe Subdivision Phase 5

**NAME OF PROPERTY OWNER:** Pulte Homes of Texas, L.P.

**Address:** 10801-2 MoPac Expressway North, Suite 400, Austin, TX 78759

**Telephone No.** (512) 231-7000

**NAME OF APPLICANT:** CMA Engineering, Inc.

**Address:** 14101 W. Hwy 290, Bldg. 600, Austin, TX 78737

**Telephone No.** (512) 894-3230

**PERSON TO APPEAR AT COMMISSIONERS' COURT:** Felix J. Manka, P.E.

**TOTAL ACREAGE OF DEVELOPMENT:** 58.90 **TOTAL ACREAGE OF LOTS:** 45.82

**INTENDED USE OF LOTS:**

**Residential:** 128 **Commercial/Industrial:** 4 Open Space,

**TOTAL NUMBER OF LOTS:** 132 **AVERAGE SIZE OF LOTS:** 0.39 Ac

**NUMBER OF LOTS:** Greater than 10 acres 1 Larger than 5, less than 10 1  
Between 2 & 5 acres 1 Between 1 & 2 acres 1  
Less than an acre 130

**FRONTAGE ON EXISTING ROAD:**

**COUNTY ROAD:** \_\_\_\_\_

**STATE ROAD:** \_\_\_\_\_

**PRIVATE ROAD:** Cool Spring Way, Big Meadow Road

**NEW ROADS IN DEVELOPMENT:**

**PUBLIC ROADS:** N/A Anemone Pass, Barbed Wire Court

**PRIVATE ROADS:** Shumard Oak Drive, Pure Brook Way, Cocotillo Cove, Firefall Lane, Stone River Drive

(A list of proposed road names must be submitted with Preliminary Plat)

**CURRENT LEGAL DESCRIPTION:** 781.21 Acres of land as described in partition deed of record in

Volume 317, page 167 of the Deed Records of Hays County, Texas.

**CURRENT LAND AREA:** 781.21 ACRES

**CITY ETJ:** (no) X (yes) Dripping Springs

**IS DEVELOPMENT OVER THE EDWARDS AQUIFER RECHARGE ZONE?**

**YES:** \_\_\_\_\_ **NO:** X

**IS THE DEVELOPMENT OVER THE CONTRIBUTING ZONE OF THE BARTON SPRINGS SEGMENT OF THE EDWARDS AQUIFER RECHARGE ZONE?**

**YES:** X **NO:** \_\_\_\_\_

**SCHOOL DISTRICT(S):** Dripping Springs Independent School District

**SOURCE OF WATER:**

**INDIVIDUAL WELLS:** \_\_\_\_\_

**RAINWATER COLLECTION:** \_\_\_\_\_

**STATE PERMITTED SYSTEM:** FROM GROUNDWATER \_\_\_\_\_ FROM SURFACE WATER X

ANTICIPATED WASTEWATER SYSTEM:

CONVENTIONAL SEPTIC SYSTEM: \_\_\_\_\_

CLASS I PERMITTED SYSTEM: \_\_\_\_\_

PUBLIC SEWER: X

## UTILITY CHECKLIST

Applicant must take copy of plat to each utility for review and comment. Original signatures required.

**ELECTRIC UTILITY:** Company Name: Pedernales Electric Cooperative  
 Approved As-Is: \_\_\_\_\_ Easement Required: \_\_\_\_\_  
 Define Required Easement: 10' along each ROW and 5' off side lot lines.  
 Signature: Randy Hultman Title: DISTRICT ENGINEERING SUPERVISOR

**TELEPHONE UTILITY:** Company Name: Verizon  
 GTE - (847-5390) SWBell - (870-6937)  
 Century - (754-5589) Guadalupe Valley Telephone - (210-885-4411)  
 Approved As-Is: \_\_\_\_\_ Easement Required: \_\_\_\_\_  
 Define Required Easement: 10' along each ROW and 5' off side lot lines.  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**WATER UTILITY (If Applicable):** Company Name: ELCFA  
 Approved As-Is: \_\_\_\_\_ Easement Required: \_\_\_\_\_  
 Define Required Easement: 10' along each ROW and 5' off side lot lines.  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**SEWER UTILITY (If Applicable):** Company Name: Hays Co. MUD #5  
 Approved As-Is: \_\_\_\_\_ Easement Required: \_\_\_\_\_  
 Define Required Easement: 10' along each ROW and 5' off side lot lines.  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**TEXAS DEPARTMENT OF TRANSPORTATION (if frontage on state-maintained roadway)**  
 (353-1061) OR (328-2256)  
 Signature: N/A Title: \_\_\_\_\_

## Preliminary Submittal Checklist

- ☐ Current Tax Certificate(s) - Showing all taxes due as paid prior to final plat approval.  
☐ Preliminary review fees, or other applicable fees (see Fee Schedule).  
☐ Completed Supporting Information form  
☐ Three copies of Proposed Subdivision Plat for preliminary review (8 copies are due once all corrections are made.)  
☐ Facility Planning Report (if applicable, under T.A.C Chapter 285.4) \_\_\_\_\_  
☐ Water Service Utility Provider Letter (if utilizing an existing Public Water Supply)  
☐ Visited with the Precinct Commissioner to discuss the proposed subdivision. (Comm. Initial)

## FOR STAFF USE ONLY

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

Lot Size Designation:

A: (surface water) \_\_\_\_\_ B: (community) \_\_\_\_\_ C: (private)

This proposed subdivision lies within Hays County Commissioner Precinct # \_\_\_\_\_.

ANTICIPATED WASTEWATER SYSTEM:  
 CONVENTIONAL SEPTIC SYSTEM: \_\_\_\_\_  
 CLASS I PERMITTED SYSTEM: \_\_\_\_\_  
 PUBLIC SEWER: X

**UTILITY CHECKLIST**

Applicant must take copy of plat to each utility for review and comment. Original signatures required.

**ELECTRIC UTILITY:** Company Name: Pedernales Electric Cooperative  
 Approved As-Is: \_\_\_\_\_ Easement Required: \_\_\_\_\_  
 Define Required Easement: 10' along each ROW and 5' off side lot lines.  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**TELEPHONE UTILITY:** Company Name: Verizon  
 GTE - (847-5590) SWBell - (870-6957)  
 Century - (754-5589) Guadalupe Valley Telephone - (210-885-4411)  
 Approved As-Is: X Easement Required: \_\_\_\_\_  
 Define Required Easement: 10' along each ROW and 5' off side lot lines.  
 Signature: [Signature] Title: DSL Engineering Supervisor

**WATER UTILITY (If Applicable):** Company Name: ECRA  
 Approved As-Is: \_\_\_\_\_ Easement Required: \_\_\_\_\_  
 Define Required Easement: 10' along each ROW and 5' off side lot lines.  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**SEWER UTILITY (If Applicable):** Company Name: Hays Co. MUD #5  
 Approved As-Is: \_\_\_\_\_ Easement Required: \_\_\_\_\_  
 Define Required Easement: 10' along each ROW and 5' off side lot lines.  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**TEXAS DEPARTMENT OF TRANSPORTATION (If frontage on state-maintained roadway):**  
 (353-1061) OR (328-2256)  
 Signature: N/A Title: \_\_\_\_\_

**Preliminary Submittal Checklist:**

- ☐ Current Tax Certificate(s) Showing all taxes due as paid prior to final plat approval
- ☐ Preliminary review fees, or other applicable fees (see Fee Schedule).
- ☐ Completed Supporting Information form
- ☐ Three copies of Proposed Subdivision Plat for preliminary review (8 copies are due once all corrections are made.)
- ☐ Facility Planning Report (if applicable, under T.A.C Chapter 285.4)
- ☐ Water Service Utility Provider Letter (if utilizing an existing Public Water Supply)
- ☐ Visited with the Precinct Commissioner to discuss the proposed subdivision. (Comm. Initial)

FOR STAFF USE ONLY		
Date submitted:	_____	
Lot Size Designation:	_____	
A: (surface water)	B: (community)	C: (private)
_____	_____	_____
This proposed subdivision lies within Hays County Commissioner Precinct # _____.		

ANTICIPATED WASTEWATER SYSTEM:  
 CONVENTIONAL SEPTIC SYSTEM: \_\_\_\_\_  
 CLASS I PERMITTED SYSTEM: \_\_\_\_\_  
 PUBLIC SEWER: X

**UTILITY CHECKLIST**

Applicant must take copy of plat to each utility for review and comment. Original signatures required.

**ELECTRIC UTILITY:** Company Name Pedernales Electric Cooperative  
 Approved As-Is: \_\_\_\_\_ Easement Required: \_\_\_\_\_  
 Define Required Easement: 10' along each ROW and 5' off side lot lines.  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**TELEPHONE UTILITY:** Company Name Verizon  
 GTE - (847-5590) SW Bell - (870-6957)  
 Century - (754-5589) Guadalupe Valley Telephone - (210-885-4411)  
 Approved As-Is: \_\_\_\_\_ Easement Required: \_\_\_\_\_  
 Define Required Easement: 10' along each ROW and 5' off side lot lines.  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**WATER UTILITY (If Applicable):** Company Name ECRA  
 Approved As-Is: \_\_\_\_\_ Easement Required: \_\_\_\_\_  
 Define Required Easement: 10' along each ROW and 5' off side lot lines.  
 Signature: Camp A. T. Williams Title: UTILITY PROJECTS COORDINATOR

**SEWER UTILITY (If Applicable):** Company Name Hays Co. MUD #5  
 Approved As-Is: \_\_\_\_\_ Easement Required: \_\_\_\_\_  
 Define Required Easement: 10' along each ROW and 5' off side lot lines.  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**TEXAS DEPARTMENT OF TRANSPORTATION (If frontage on state-maintained roadway)**  
 (353-1061) OR (328-2256)  
 Signature: N/A Title: \_\_\_\_\_

**Preliminary Submittal Checklist**

- ☐ Current Tax Certificate(s). Showing all taxes due as paid prior to final plat approval.
- ☐ Preliminary review fees, or other applicable fees (see Rec. Schedule)
- ☐ Completed Supporting Information form
- ☐ Three copies of Proposed Subdivision Plat for preliminary review (8 copies are due once all corrections are made.)
- ☐ Facility Planning Report (if applicable, under T.A.C Chapter 285.4)
- ☐ Water Service Utility Provider Letter (if utilizing an existing Public Water Supply)
- ☐ Visited with the Precinct Commissioner to discuss the proposed subdivision. (Comm. Initial)

**FOR STAFF USE ONLY**

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

Lot Size Designation:  
 A: (surface water) \_\_\_\_\_ B: (community) \_\_\_\_\_ C: (private) \_\_\_\_\_

This proposed subdivision lies within Hays County Commissioner Precinct # \_\_\_\_\_.

ANTICIPATED WASTEWATER SYSTEM:  
 CONVENTIONAL SEPTIC SYSTEM: \_\_\_\_\_  
 CLASS I PERMITTED SYSTEM: \_\_\_\_\_  
 PUBLIC SEWER: X

Applicant must take copy of plans each utility for review and comment. Original signatures required.

**ELECTRIC UTILITY:** Company Name: Federmates Electric Cooperative  
 Approved As-Is: \_\_\_\_\_ Easement Required: \_\_\_\_\_  
 Define Required Easement: 10' along each ROW and 5' off side lot lines.  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**TELEPHONE UTILITY:** Company Name: Verizon  
 GTE - (847-5590) S.W. Bell - (870-6957)  
 Century - (754-5589) Guadalupe Valley Telephone - (210-883-4411)  
 Approved As-Is: \_\_\_\_\_ Easement Required: \_\_\_\_\_  
 Define Required Easement: 10' along each ROW and 5' off side lot lines.  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**WATER UTILITY (If Applicable):** Company Name: LCRA  
 Approved As-Is: \_\_\_\_\_ Easement Required: \_\_\_\_\_  
 Define Required Easement: 10' along each ROW and 5' off side lot lines.  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**SEWER UTILITY (If Applicable):** Company Name: Hays Co. MUD #5  
 Approved As-Is: \_\_\_\_\_ Easement Required: \_\_\_\_\_  
 Define Required Easement: 10' along each ROW and 5' off side lot lines.  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**TEXAS DEPARTMENT OF TRANSPORTATION (If frontage on state-maintained roadway)**  
 (353-1061) OR (328-2256)  
 Signature: N/A Title: \_\_\_\_\_

**Preliminary Submittal Checklist**

- ☐ Current Tax Certificate(s) - Showing all taxes due as paid prior to final plat approval.
- ☐ Preliminary review fees, or other applicable fees (see Rec. Schedule).
- ☐ Completed Supporting Information form.
- ☐ Three copies of Proposed Subdivision Plat for preliminary review (8 copies are due once all corrections are made.)
- ☐ Facility Planning Report (if applicable, under T.A.C. Chapter 235.4)
- ☐ Water Service Utility Provider Letter (if utilizing an existing Public Water Supply)
- ☐ Visited with the Precinct Commissioner to discuss the proposed subdivision. (Comm. Initial)

**FOR STAFF USE ONLY**

Date submitted: \_\_\_\_\_  
 Lot Size Designation:  
 A: (surface water) \_\_\_\_\_ B: (community) \_\_\_\_\_ C: (private) \_\_\_\_\_

This proposed subdivision lies within Hays County Commissioner Precinct # \_\_\_\_\_.



## Submitted Bids

PROJECT: Highpointe, Phase 4 Section 1  
Water, Wastewater, and Drainage Improvements

JOB NO: 1303-001

BASED ON: Approved Construction Plans DATE: 10/16/2006

## Phase 4 Section 1

General						Joe Bland Construction			
ITEM	DESCRIPTION	UNIT	Engineer's Quantity	Quantity	Cost/Unit	TOTAL COST			
1	Silt Fence	LF	4,510	4,510	\$2.00	\$9,020.00			
2	* Tree Protection	LF	0	0	\$2.50	\$0.00			
3	Rock Berm	LF	160	160	\$25.00	\$4,000.00			
4	Inlet Protection	LF	215	215	\$8.00	\$1,720.00			
5	Revegetation (Outside ROW)	SY	7,960	7,960	\$1.00	\$7,960.00			
6	Construction Entrance	EA	1	1	\$1,500.00	\$1,500.00			
7	Staking	LS	1	1	\$25,000.00	\$25,000.00			
8	Clearing & Grubbing - ROW	SY	34,047	34,047	\$1.00	\$34,047.00			
9	Clearing & Grubbing - Outside ROW	SY	11,543	11,543	\$1.25	\$14,428.75			
10	Right-Of-Way Excavation - Cut	CY	6,353	6,353	\$7.25	\$46,059.25			
11	Right-Of-Way Excavation - Fill	CY	9,022	9,022	\$4.00	\$36,088.00			
SUBTOTAL - General						\$179,823.00			

Water Improvements									
ITEM	DESCRIPTION	UNIT	Engineer's Quantity	Quantity	Cost/Unit	TOTAL COST			
1	6" Waterline PVC DR 18, C-900	LF	1,553	1,553	\$28.00	\$43,484.00			
2	8" Waterline PVC DR 18, C-900	LF	3,736	3,736	\$30.00	\$112,080.00			
3	6" Gate Valve with Box	EA	5	5	\$900.00	\$4,500.00			
4	8" Gate Valve with Box	EA	8	8	\$1,100.00	\$8,800.00			
5	Fire Hydrant Assembly	EA	14	14	\$2,900.00	\$40,600.00			
6	2" Blow Off Valve	EA	1	1	\$1,800.00	\$1,800.00			
7	Single Service	EA	10	10	\$1,300.00	\$13,000.00			
8	Double Service	EA	32	32	\$1,550.00	\$49,600.00			
9	Service Stub Out	EA	3	3	\$1,200.00	\$3,600.00			
10	Trench Safety	LF	5,289	5,289	\$0.50	\$2,644.50			
SUBTOTAL - Water Improvements						\$280,108.50			

Wastewater Improvements						Joe Bland Construction			
ITEM	DESCRIPTION	UNIT	Engineer's Quantity	Quantity	Cost/Unit	TOTAL COST			
1	6" Wastewater PVC SDR 26, 0-8' Depth	LF	1,672	1,672	\$35.00	\$58,520.00			
2	6" Wastewater PVC SDR 26, 8-10' Depth	LF	1,647	1,647	\$40.00	\$65,880.00			
3	6" Wastewater PVC SDR 26, 10-12' Depth	LF	518	518	\$44.00	\$22,792.00			
4	6" Wastewater PVC SDR 26, 12-14' Depth	LF	191	191	\$52.00	\$9,932.00			
5	6" Wastewater PVC SDR 26, 14-16' Depth	LF	36	36	\$62.00	\$2,232.00			
6	8" Wastewater PVC SCDR 26, 10-12' Depth	LF	40	40	\$47.00	\$1,880.00			
7	8" Wastewater PVC SCDR 26, 12-14' Depth	LF	203	203	\$54.00	\$10,962.00			
8	8" Wastewater PVC SCDR 26, 14-16' Depth	LF	203	203	\$63.00	\$12,789.00			
9	8" Wastewater PVC SCDR 26, 16-18' Depth	LF	389	389	\$73.00	\$28,397.00			
10	48" Diameter Standard Manhole	EA	14	14	\$3,400.00	\$47,600.00			

Submitted Bids

PROJECT: Highpointe, Phase 4 Section 1  
Water, Wastewater, and Drainage Improvements

JOB NO: 1303-001

BASED ON: Approved Construction Plans DATE: 10/16/2006

11	48" Diameter Drop Manhole	EA	2	2	\$4,000.00	\$8,000.00
12	Manhole Extensions	VF	28	28	\$350.00	\$9,800.00
13	Single Service	EA	7	7	\$1,150.00	\$8,050.00
14	Double Service	EA	31	31	\$1,250.00	\$38,750.00
15	Service Stub Out	EA	5	5	\$1,250.00	\$6,250.00
16	Concrete Encasement	LF	25	25	\$30.00	\$750.00
17	Trench Safety	LF	4,899	4,899	\$1.00	\$4,899.00
SUBTOTAL - Wastewater Improvements						\$337,483.00

Drainage Improvements

ITEM	DESCRIPTION	UNIT	Engineer's Quantity	Quantity	Cost/Unit	TOTAL COST
1	18" CL III RCP Storm Sewer	LF	826	826	\$40.00	\$33,040.00
2	24" CL III RCP Storm Sewer	LF	1,594	1,594	\$49.00	\$78,106.00
3	30" CL III RCP Storm Sewer	LF	580	580	\$64.00	\$37,120.00
4	36" CL III RCP Storm Sewer	LF	362	362	\$85.00	\$30,770.00
5	42" CL III RCP Storm Sewer	LF	185	185	\$112.00	\$20,720.00
6	48" CL III RCP Storm Sewer	LF	121	121	\$136.00	\$16,456.00
7	54" CL III RCP Storm Sewer	LF	195	195	\$170.00	\$33,150.00
8	60" CL III RCP Storm Sewer	LF	558	558	\$190.00	\$106,020.00
9	Outlet Structure for 48" Pipe	EA	1	1	\$2,500.00	\$2,500.00
10	Outlet Structure for 60" Pipe	EA	1	1	\$4,000.00	\$4,000.00
11	18" Diameter Stone Rip-Rap with Filter Fabric	SY	62	62	\$50.00	\$3,100.00
12	6" Box Manhole	EA	1	1	\$4,500.00	\$4,500.00
13	7' Box Manhole	EA	1	1	\$7,000.00	\$7,000.00
14	Storm Sewer Inlet - 10'	EA	21	21	\$2,900.00	\$60,900.00
15	Storm Sewer Inlet - 15'	EA	2	2	\$4,000.00	\$8,000.00
	18" 6:1 S.E.T.	EA				\$0.00
16	Trench Safety	LF	4,421	4,421	\$1.00	\$4,421.00
SUBTOTAL - Drainage Improvements						\$449,803.00

Joe Bland Construction

ITEM	DESCRIPTION	UNIT	Engineer's Quantity	Quantity	Cost/Unit	TOTAL COST
1	18" CL III RCP Storm Sewer	LF	58	58	\$38.00	\$2,204.00
2	Double 18" SET Headwall	EA	2	2	\$1,800.00	\$3,600.00
3	4'x2' Box Culvert	LF	315	315	\$195.00	\$61,425.00
4	12" Rip Rap	SY	49	49	\$45.00	\$2,205.00
5	Vertical Concrete Headwall	CY	400	400	\$425.00	\$170,000.00
6	Channel Excavation	CY	1,877	1,877	\$6.75	\$12,669.75
SUBTOTAL - Drainage Improvements- Additional						\$252,103.75

Water Quality Improvements

# Submitted Bids

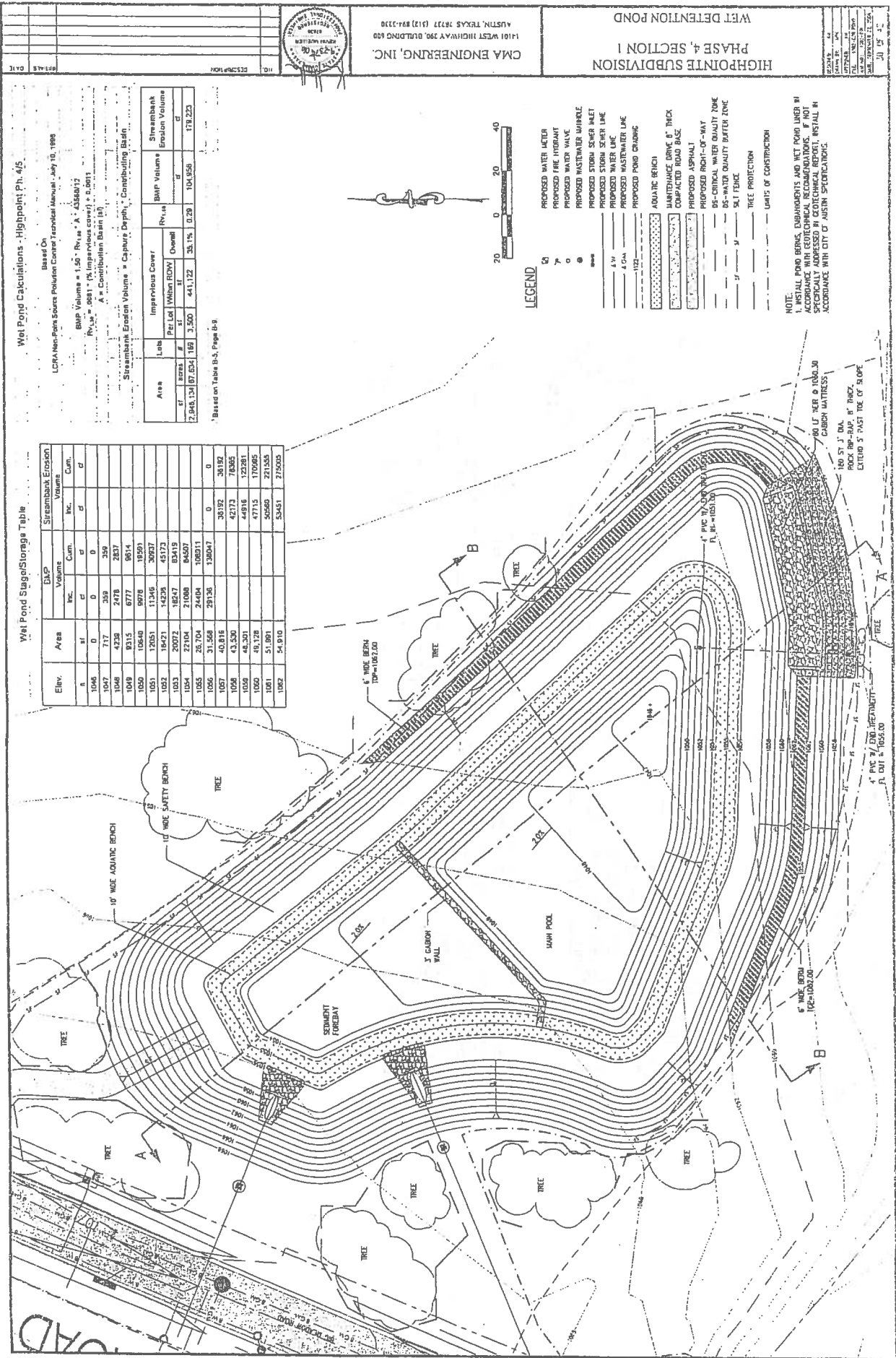
PROJECT: Highpointe, Phase 4 Section 1 JOB NO: 1303-001  
Water, Wastewater, and Drainage Improvements

BASED ON: Approved Construction Plans DATE: 10/16/2006

ITEM	DESCRIPTION	UNIT	Engineer's Quantity	Quantity	Cost/Unit	TOTAL COST
1	Water Quality Pond, Complete in Place	LS	1	1	\$147,500.00	\$147,500.00
SUBTOTAL - Water Quality Improvements						\$147,500.00

SUMMARY - CONSTRUCTION						
ITEM	DESCRIPTION					TOTAL COST
1	SUBTOTAL - General					\$179,823.00
2	SUBTOTAL - Water Improvements					\$280,108.50
3	SUBTOTAL - Wastewater Improvements					\$337,483.00
4	SUBTOTAL - Drainage Improvements					\$449,803.00
5	SUBTOTAL - Drainage Improvements- Additional					\$252,103.75
6	SUBTOTAL - Water Quality Improvements					\$147,500.00
Subtotal						\$1,646,821.25

1	Placement - Lot Fills (excess excavation spoils)	CY	16,429	16,429	\$3.75	\$61,608.75
2	Haul Off (Excess excavation spoils) Off Site	CY	0	0	\$8.50	\$0.00
3	Haul Off (Excess excavation spoils) to Stockpile B	CY	0	0	\$4.00	\$0.00
4	Haul Road Improvements					
	20' Wide Haul Road	SY	11,311	11,311	\$5.00	\$56,555.00
	Silt Fence	LF	3,595	3,595	\$2.00	\$7,190.00
	Rock Berm	LF	50	50	\$25.00	\$1,250.00
SUBTOTAL - Alternate Improvements						\$126,603.75



# Wet Pond Calculations - Highpoint Ph. 4/S

Based On  
LCRA Non-Point Source Pollution Control Technical Manual, July 10, 1996

$R_{p,10} = 1.50 \cdot R_{p,25} \cdot A \cdot A^{0.017}$   
 $R_{p,10} = 0.081 \cdot (1.50 \cdot R_{p,25} \cdot A \cdot A^{0.017}) \cdot 0.017$   
 $A = \text{Contribution Basin (a)}$

Streambank Erosion Volume = Capture Depth \* Contributing Basin

Area	Impervious Cover	BMP Volume	Streambank Erosion Volume
ac	Per Lot	Per Lot	Per Lot
2.845	134.07	1.00	1.00
1.00	3.500	441.122	30.1%
		104.956	178.223

Based on Table B-3, Page B-9

## Wet Pond Storage Table

Elev.	Area		DWP Volume		Streambank Erosion Volume	
	sq ft	inc.	cu ft	inc.	cu ft	inc.
1046	0	0	0	0	0	0
1047	717	359	359	359		
1048	4238	2837	2837	359		
1049	8315	6777	6777	9614		
1050	10549	9978	9978	19591		
1051	12851	11346	11346	26927		
1052	14921	14228	14228	41573		
1053	20072	18217	18217	60000		
1054	22104	21008	21008	84027		
1055	25704	24404	24404	106011	0	0
1056	31568	29136	29136	136047	36192	36192
1057	40816	36192	36192	172835	42773	78005
1058	43520	42773	42773	215281	44916	122281
1059	48320	47715	47715	263000	47715	170665
1060	48320	50560	50560	313560	50560	221565
1061	51891	53451	53451	366911	53451	275055
1062	54910	54910	54910	421821	54910	326965

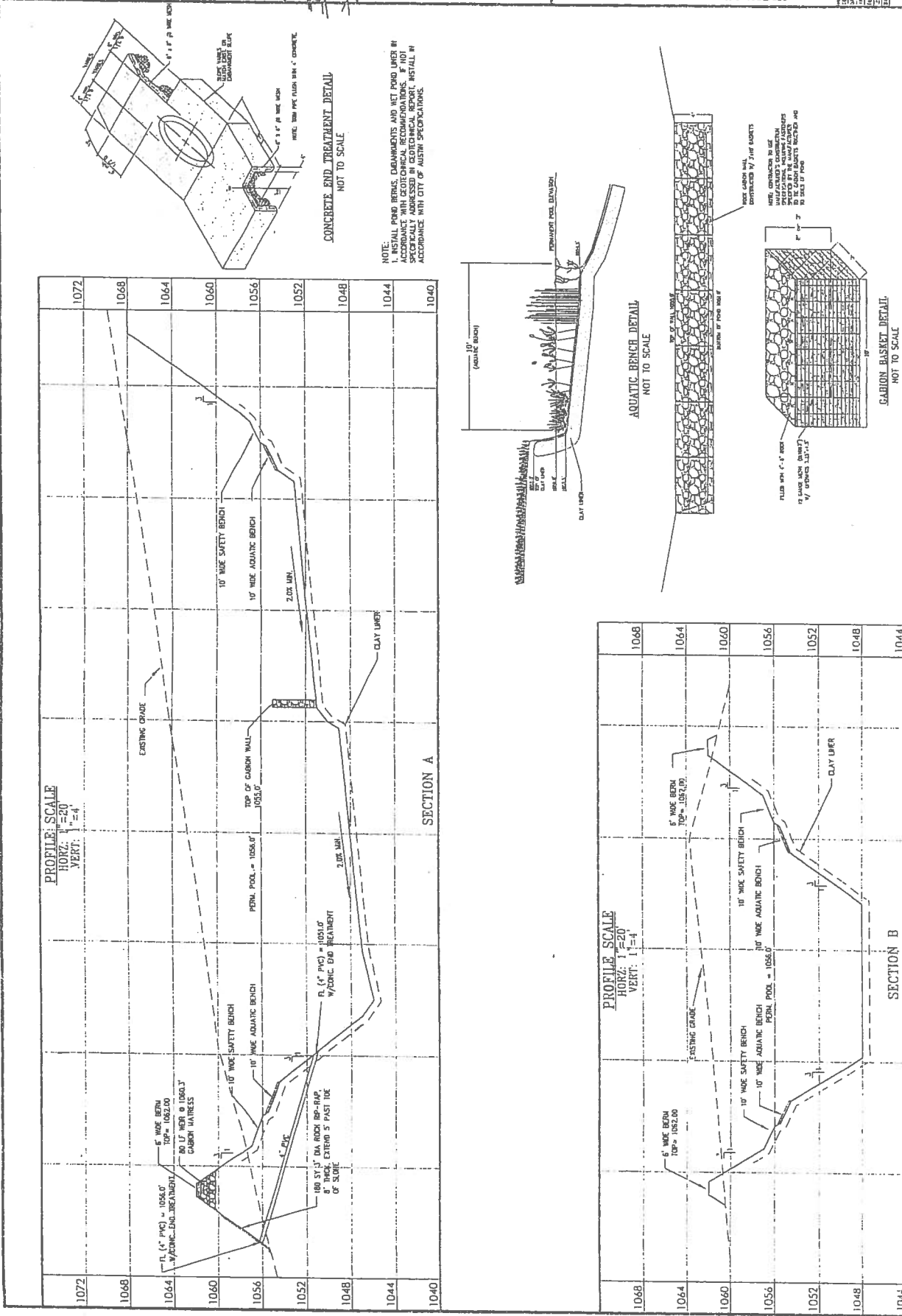
CMA ENGINEERING, INC.  
 14101 WEST HIGHWAY 290, BUILDING 600  
 AUSTIN, TEXAS 78717 (512) 894-3310

## HIGHPOINT SUBDIVISION PHASE 4, SECTION 1 WET DETENTION POND

### LEGEND

- PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- PROPOSED WASTEWATER MANHOLE
- PROPOSED STORM SEWER MANHOLE
- PROPOSED STORM SEWER LINE
- PROPOSED WATER LINE
- PROPOSED WASTEWATER LINE
- PROPOSED POND GRADING
- ADJACENT BENCH
- MAINTENANCE DRIVE 8" THICK
- COMPACTED ROAD BASE
- PROPOSED ASPHALT
- PROPOSED RIGHT-OF-WAY
- 05-CRITICAL WATER QUALITY ZONE
- 05-WATER QUALITY BUFFER ZONE
- 8" TREE
- TREE PROTECTION
- UNITS OF CONSTRUCTION

NOTE:  
 1. INSTALL POND BENCH, EMBANKMENTS AND WET POND LINER IN ACCORDANCE WITH GEOTECHNICAL RECOMMENDATIONS. IF NOT SPECIFICALLY ADDRESSED IN GEOTECHNICAL REPORT, INSTALL IN ACCORDANCE WITH CITY OF AUSTIN SPECIFICATIONS.



## ATTACHMENT C

Receipt for Fees Paid for HighPointe Phase 5 Preliminary



Hays County Development Services  
2171 YARRINGTON ROAD  
SAN MARCOS, TX 78666  
(512) 393-2150

**Receipt Number: 2006-1742**

12/6/2006 02:14 PM TOR

*Descriptions:*

1.	\$53,600.00	Subdivision Review
2.		
3.		
4.		

*Received From:*

PULTE HOMES  
HIGH POINTE - PRELIM

*Amount Received:*

\$53,600.00

*Payment Information:*

CHECK#0032005524

Signature / Initials: \_\_\_\_\_

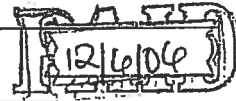
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**Subdivision Fees**

Subdivision Name: \_\_\_\_\_  
Floodplain: y or n \_\_\_\_\_  
# of lots: \_\_\_\_\_  
Amt. Paid: \_\_\_\_\_  
Prelim: \_\_\_\_\_ Final: \_\_\_\_\_ Notification: \_\_\_\_\_ Other: \_\_\_\_\_  
Payment by: \_\_\_\_\_

**Subdivision Fees**

Subdivision Name: High Pointe  
Floodplain: y or n \_\_\_\_\_  
# of lots: 132  
Amt. Paid: \$53,600  
Prelim: ✓ Final: \_\_\_\_\_ Notification: \_\_\_\_\_ Other: \_\_\_\_\_  
Payment by: check



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## ATTACHMENT D

### Final Contractor Pay Request

Joe Bland Construction, L.P.  
13111 Dessau Road  
Austin, Texas 78754

Pulte Homes of Texas L.P.  
10801-2 Mo-Pac Expwy North  
Suite 400  
Austin, Texas 78759

HighPointe, Phase 4, Section 1A - UTILITIES				Estimate No. 14 & Final		Date: December 30, 2008		Per	
Item	Description	Unit	Quantity	Unit Price	Total Amount	Previous Quantity	Previous Amount	Current Quantity	Current Amount
<b>SECTION 1A</b>									
<b>GENERAL</b>									
1	Silt Fence	LF	4510	\$ 2.00	9,020.00	4,510	9,020.00		0.00
2	Tree Protection	LF	0	\$ 2.50	0.00		0.00		0.00
3	Rock Berm	LF	160	\$ 25.00	4,000.00	160	4,000.00		0.00
4	Inlet Protection	LF	195	\$ 8.00	1,560.00	195	1,560.00		0.00
5	Revegetation (Outside ROW)	SY	7980	\$ 1.00	7,980.00	7,980	7,980.00		0.00
6	Construction Entrance	EA	1	\$ 1,500.00	1,500.00	1	1,500.00		0.00
7	Staking	LS	0.875	\$ 25,000.00	21,875.00	0.875	21,875.00		0.00
8	Clearing & Grubbing - ROW	SY	34047	\$ 1.00	34,047.00	34,047	34,047.00		0.00
9	Clearing & Grubbing - Outside ROW	SY	11543	\$ 1.25	14,428.75	11,543	14,428.75		0.00
10	Right-Of-Way Excavation - Cut	CY	6353	\$ 7.25	46,058.25	6,353	46,058.25		0.00
11	Right-Of-Way Excavation - Fill	CY	9022	\$ 4.00	36,088.00	9,022	36,088.00		0.00
					\$ 178,538.00		\$ 178,538.00		\$ -
<b>WATER IMPROVEMENTS</b>									
1	6" Waterline PVC DR 18, C-900	LF	455	\$ 28.00	12,740.00	455	12,740.00		0.00
2	6" Waterline PVC DR 16, C-900	LF	3050	\$ 30.00	91,500.00	3,050	91,500.00		0.00
3	6" Gate Valve with Box	EA	2	\$ 900.00	1,800.00	2	1,800.00		0.00
4	8" Gate Valve with Box	EA	6	\$ 1,100.00	6,600.00	6	6,600.00		0.00
5	Fire Hydrant Assembly	EA	9	\$ 2,900.00	26,100.00	9	26,100.00		0.00
6	2" Blow Off Valve	EA	1	\$ 1,800.00	1,800.00	1	1,800.00		0.00
7	Single Service	EA	5	\$ 1,300.00	6,500.00	5	6,500.00		0.00
8	Double Service	EA	17	\$ 1,550.00	26,350.00	17	26,350.00		0.00
9	Service Stub Out	EA	3	\$ 1,200.00	3,600.00	3	3,600.00		0.00
10	Trench Safety	LF	3505	\$ 0.50	1,752.50	3,505	1,752.50		0.00
					\$ 178,742.50		\$ 178,742.50		\$ -
<b>WASTEWATER IMPROVEMENTS</b>									
1	6" Wastewater PVC SDR 35, 0-8' Depth	LF	1872	\$35.00	58,520.00	1872	58,520.00		0.00
2	6" Wastewater PVC SDR 35, 8-10' Depth	LF	1647	\$40.00	65,880.00	1647	65,880.00		0.00
3	8" Wastewater PVC SDR 35, 10-12' Depth	LF	518	\$44.00	22,792.00	518	22,792.00		0.00
4	6" Wastewater PVC SDR 35, 12-14' Depth	LF	191	\$52.00	9,932.00	191	9,932.00		0.00
5	6" Wastewater PVC SDR 35, 14-18' Depth	LF	36	\$82.00	2,952.00	36	2,952.00		0.00
6	8" Wastewater PVC SDR 35, 10-12' Depth	LF	40	\$47.00	1,880.00	40	1,880.00		0.00
7	8" Wastewater PVC SDR 35, 12-14' Depth	LF	203	\$54.00	10,962.00	203	10,962.00		0.00
8	8" Wastewater PVC SDR 35, 14-16' Depth	LF	203	\$63.00	12,789.00	203	12,789.00		0.00
9	8" Wastewater PVC SDR 35, 16-18' Depth	LF	389	\$73.00	28,397.00	389	28,397.00		0.00
10	48" Diameter Standard Manhole	EA	14	\$3,400.00	47,600.00	14	47,600.00		0.00

Item	Description	Unit	Quantity	Unit Price	Total Amount	Previous Quantity	Previous Amount	Current Quantity	Current Amount	Com
11	18" Diameter Drop Manhole	EA	2	\$4,000.00	8,000.00	2	8,000.00		0.00	
12	Manhole Extensions	VF	28	\$350.00	9,800.00	28	9,800.00		0.00	
13	Single Service	EA	7	\$1,150.00	8,050.00	7	8,050.00		0.00	
14	Double Service	EA	31	\$1,250.00	38,750.00	31	38,750.00		0.00	
15	Service Stub Out	EA	5	\$1,250.00	6,250.00	5	6,250.00		0.00	
16	Concrete Encasement	LF	25	\$30.00	750.00	25	750.00		0.00	
17	Trench Safety	LF	4899	\$1.00	4,899.00	4899	4,899.00		0.00	
					\$ 337,483.00		\$ 337,483.00		\$ -	
<b>DRAINAGE IMPROVEMENTS</b>										
1	16" CL III RCP Storm Sewer	LF	370	\$40.00	14,800.00	370	14,800.00		0.00	
2	24" CL III RCP Storm Sewer	LF	1528	\$49.00	74,872.00	1,528	74,872.00		0.00	
3	30" CL III RCP Storm Sewer	LF	50	\$64.00	3,200.00	50	3,200.00		0.00	
4	36" CL III RCP Storm Sewer	LF	357	\$85.00	30,345.00	357	30,345.00		0.00	
5	42" CL III RCP Storm Sewer	LF	185	\$112.00	20,720.00	185	20,720.00		0.00	
6	48" CL III RCP Storm Sewer	LF	0	\$136.00	0.00	0	0.00		0.00	
7	54" CL III RCP Storm Sewer	LF	195	\$170.00	33,150.00	195	33,150.00		0.00	
8	60" CL III RCP Storm Sewer	LF	558	\$190.00	106,020.00	558	106,020.00		0.00	
9	Outlet Structure for 48" Pipe	LF	1	\$2,500.00	2,500.00	1	2,500.00		0.00	
10	Outlet Structure for 60" Pipe	EA	1	\$4,000.00	4,000.00	1	4,000.00		0.00	
11	18" Diameter Stone Rip-Rap w/ Filter Fabric	SY	82	\$50.00	3,100.00	82	3,100.00		0.00	
12	6' Box Manhole for 48" Pipe	EA	1	\$4,500.00	4,500.00	1	4,500.00		0.00	
13	7' Box Manhole for 60" Pipe	EA	1	\$7,000.00	7,000.00	1	7,000.00		0.00	
14	Storm Sewer Inlet - 10'	EA	16	\$2,900.00	46,400.00	16	46,400.00		0.00	
15	Storm Sewer Inlet - 15'	EA	2	\$4,000.00	8,000.00	2	8,000.00		0.00	
16	Trench Safety	LF	3243	\$1.00	3,243.00	3,243	3,243.00		0.00	
					\$ 361,860.00		\$ 361,860.00		\$ -	
<b>Drainage Improvements - Additional</b>										
1	18" CL III RCP Storm Sewer	LF	58	\$38.00	2,204.00	58	2,204.00		0.00	
2	Double 18" SET Headwall	EA	2	\$1,800.00	3,600.00	2	3,600.00		0.00	
3	4'x2' Box Culvert	LF	315	\$195.00	61,425.00	315	61,425.00		0.00	
4	12" Rip Rap	SY	49	\$45.00	2,205.00	49	2,205.00		0.00	
5	Vertical Concrete Headwall	CY	400	\$425.00	170,000.00	400	170,000.00		0.00	
6	Channel Excavation	CY	1877	\$6.75	12,689.75	1,877	12,689.75		0.00	
					\$ 252,103.75		\$ 252,103.75		\$ -	
<b>WATER QUALITY &amp; DETENTION IMPROVEMENTS</b>										
1	Water Quality Pond, Complete in Place	LS	1	\$147,500.00	147,500.00	1.00	147,500.00		0.00	
					\$ 147,500.00		\$ 147,500.00		\$ -	
					1,454,217.25		1,454,217.25		0.00	
<b>SUBTOTAL SECTION 1A</b>										
<b>OPTIONAL BID ITEMS</b>										
<b>GENERAL</b>										

Item	Description	Unit	Quantity	Unit Price	Total Amount	Previous Quantity	Previous Amount	Current Quantity	Current Amount	Percent Comp
1	Placement - Lot Fills (excess excavation spoils)	CY	18429	\$3.75	61,608.75	18,429	61,608.75		0.00	1
2	Haul Off (excess excavation spoils) Off-Site	CY		\$8.50	0.00		0.00		0.00	1
3	Haul Off (excess ) to Stockpile Beyond 1,500'	CY		\$4.00	0.00		0.00		0.00	1
4	Haul Road Improvements:									1
5	20' Wide Haul Road	SY	11311	\$5.00	56,555.00	11,311	56,555.00		0.00	1
6	Silt Fence	LF	3595	\$2.00	7,190.00	3,595	7,190.00		0.00	1
7	Rock Berm	LF	50	\$25.00	1,250.00	50.00	1,250.00		0.00	1
					\$ 126,603.75		\$ 126,603.75		\$ -	
<b>MATERIALS ON HAND:</b>										
	7" Storm Sewer Manhole (Invoices attached)			4,147.00		0.00	0.00		0.00	
	8" C900 (DR18) PVC Pipe	LF	1,240	4.27	5,294.80	0.00	0.00		0.00	
					\$ 1,580,821.00		\$ 1,580,821.00		\$ -	
<b>TOTAL SECTION 1A WITH OPTIONAL ITEMS</b>										
<p>Respectfully submitted,</p> <p>Joe Bland Construction, P.C.</p> <p>Approved by: Gary B. Bland, Project Manager</p> <p>APPROVED : CMA ENGINEERING, INC.</p> <p>By: <i>[Signature]</i> 1/15/09</p> <p>APPROVED : HAYS COUNTY M.U.D. # 5</p> <p>By: _____</p> <p>ACCEPTED: PULTE HOMES OF TEXAS, L.P.</p> <p>By: _____</p>										
<p>Total Previous and Current Amounts</p> <p>1,580,821.00</p> <p>Less Retainage</p> <p>0.00</p> <p>Total Due to Date</p> <p>1,580,821.00</p> <p>Less Previous Estimates</p> <p>1,530,194.93</p> <p>Total Due this Estimate</p> <p>50,626.07</p>										

STATE OF TEXAS  
COUNTY OF TRAVIS

§  
§  
§

PARTIAL RELEASE OF LIEN AND  
CLAIM AND AFFIDAVIT OF PAYMENT  
JOE BLAND CONSTRUCTION, L.P.

JOE BLAND CONSTRUCTION, L.P. ("Contractor") hereby declares and warrants to Pulte Homes of Texas, L.P. ("Owner") as follows:

1. **Conditional Release.** Contractor affirms that it has submitted an invoice or Request for Payment to Owner dated the 30th day of December, 2008 for all work performed or materials supplied through the 30th day of December, 2008 (the "Payment Through Date"), in the amount of \$ 50,626.07 (the "Progress Payment") for all sums currently due and payable to Contractor with respect to work performed or materials supplied to the lots and real property described on the attached Contractor's Voucher. Contractor hereby conditionally releases and waives pro tanto all rights of Contractor to assert a mechanic's lien or any other claim or lien against Owner or any real property owned by Owner provided that this conditional release shall be effective only with respect to the Progress Payment and the work/materials evidenced by the above referenced invoice. This release and waiver shall be unconditional upon Contractor's receipt of the Progress Payment.
2. **Unconditional Release.** All prior Partial Releases of Liens and Claims issued by Contractor to Owner are hereby declared unconditional. Except for work performed or supplies delivered after the Payment through Date and any retainage held by Owner, there are no sums due to Contractor from Owner other than the Progress Payment.
3. **Affidavit of Payment.** Contractor, pursuant to Section 53.085 of the Texas Property Code, affirms and warrants it has paid each and all of its subcontractors, laborers, and materialmen in full for all labor and materials provided to Contractor prior to the Payment Through Date (except for sums to be paid to them with the Progress Payment or relating to retention or services furnished after the Payment Through Date, which sums Contractor agrees to pay as and when due). Contractor has not delivered or received any notices pursuant to Chapter 53 of the Texas Property Code regarding unpaid amounts due to any contractors, suppliers or materialmen. Contractor agrees to indemnify Owner for loss caused or arising out of any false or misleading statement made by Contractor in this Affidavit.
4. **Reservation of Rights.** Contractor hereby expressly reserves all causes of action and rights to recover all sums of money due and owing to Contractor in the future from Owner and expressly reserves any lien rights not waived by this Partial Release in Paragraphs 1 and 2 above.

Company: JOE BLAND CONSTRUCTION, L.P.

By: Gary B. Pugh

Date: 1-2-09

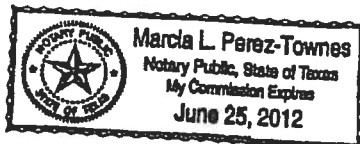
Title: Project Manager

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

Sworn and subscribed to me this 2nd day of January, 2009



Marcia L. Perez-Townes  
NOTARY PUBLIC

Marcia L. Perez-Townes  
Typed or Printed Name of Notary

My Commission Expires: 6-25-12

## *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 report from the Hay County Emergency Services District #3.**

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

**PREFERRED MEETING DATE REQUESTED:** March 20, 2012

**AMOUNT REQUIRED:** none

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

**REQUESTED BY:** Buddy Martin

**SPONSORED BY:** Debbie Ingalsbe

**SUMMARY:** A copy of the report will be handed out the day of Commissioner's Court.

## *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 FY 2011 financial statement audit for Hays County as prepared by the accounting firm of Holtman, Wagner, & Company, L.L.P.

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

**PREFERRED MEETING DATE REQUESTED:** March 20, 2012

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** Bill Herzog

**SPONSORED BY:**

**SUMMARY:** Pat Wagner with Holtman, Wagner, & Company will be in Court to present the audit report.

## *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 Lott Brothers Construction Company for the pre-construction services phase of the Precinct 2 temporary facilities and permanent building.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** March 19, 2012

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** Commissioner Precinct 2 Mark Jones/Mark Kennedy

**SPONSORED BY:** Commissioner Precinct 2 Mark Jones

**SUMMARY:**

(see attachment)



**DESCRIPTION OF Item:** Discussion and possible action to authorize the County Judge to execute a contract with Lott Brothers Construction Company for the pre-construction services phase of the Precinct 2 temporary facilities and permanent building.

**PREFERRED MEETING DATE REQUESTED:** March 20, 2012

**COUNTY AUDITOR**

**AMOUNT:** \$ 356,360

**LINE ITEM NUMBER:** 029-851-94-484.5611\_700

**COUNTY PURCHASING GUIDELINES FOLLOWED:** Yes

**PAYMENT TERMS ACCEPTABLE:** Yes

**COMMENTS:**

**Bill Herzog**

**SPECIAL COUNSEL**

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

**COMMENTS:**

**COUNTY JUDGE**

*Signature Required if Approved*

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



**AGREEMENT  
BETWEEN HAYS COUNTY AND CONTRACTOR  
FOR  
PRECINCT 2 OFFICE BUILDING**

This Agreement is made as of \_\_\_\_\_, 2012 (the "Effective Date"), by and between The Owner: Hays County, a political subdivision of the State of Texas (herein "The County" or "Owner") c/o Hays County Commissioner's Court, 111 E. San Antonio Street, San Marcos, Texas 78666, and Design-Build Contractor, Lott Brothers (herein "Design-Build Contractor"), for Design and Construction of the new Hays County Precinct 2 Office Building.

The Owner and the Design-Build Contractor agree as follows:

**SCOPE OF WORK**

1.1 The Design-Build Contractor acknowledges and agrees it has a responsibility to act in the best interests of the County in the performance of the contract, and has overall responsibility for and shall provide complete Design Services and Construction Services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement.

**CONTRACT DOCUMENTS**

- 2.1 The Contract Documents consist of:
- o This Agreement and all Exhibits attached hereto;
  - o All Change Orders issued after the Effective Date of this Agreement;
  - o The Model, Schedules as spreadsheets, Drawings and Specifications developed by Design-Build Contractor and accepted by Owner;
  - o The Drawings and Specifications developed or prepared by Owner's independent consultants, if any.
- 2.2 The Contract Documents form the entire and integrated Contract between Owner and Design-Build Contractor and supersede all prior negotiations, representations or agreements, written or oral, prior to the date of this Agreement.

**DEFINITIONS**

The terms, words and phrases used in the Contract Documents shall have the meanings given in the General and Supplementary Conditions and as follows:

- 3.1 "Design-Build Contractor" or "Design-Builder" means the legal entity that executes the Agreement to provide design and construction services for the Project.
- 3.2 "General Conditions"
- 3.2.1 "Contract General Conditions" means the additional contract provisions described in Exhibit B.
- 3.2.2 "Design-Build Contractor's General Conditions" are Contractor's allowable costs for managing the construction in the field.
- 3.3 "Project Architect" means the professional architect or engineer employed by the Design-Build Contractor to perform all or part of the Design Services in accordance with the Contract. The Project Architect and its professional consultants must be qualified to perform the Design Services and licensed in the State of Texas in their respective professions.
- 3.4 "Design-Build Cost Limitation", or DBCL, means the Owner's established upper cost limit, or construction budget, for the Project. DBCL includes all costs for pre-construction services, schematic design, design development, construction documents, construction administration, general conditions, cost of work, contingency, and fee for the Design-Build Contractor and all of his vendors, suppliers, subcontractors, Project Architect and sub consultants. The DBCL also includes all design and construction contingencies. The DBCL serves as the Design-Build Contractor's initial Guaranteed Maximum Price (GMP) for the Project. The Design-Build Contractor is obligated to meet all contract conditions while designing and constructing the project within the DBCL.
- 3.5 "Permanent Improvements" shall be those improvements

identified in the Owner's Program.

- 3.6 "Subcontractor" means a person or entity that has an agreement with the Design-Build Contractor to perform any portion of the Work.
- 3.7 "Temporary Facilities" shall be those improvements which are constructed by the Design-Build Contractor to support the interim use of the Owner until such time as the Permanent Improvements are complete and available for their intended use.
- 3.8 "Work" means the provision of all services, labor, materials, supplies, and equipment which are required or reasonably inferable to complete the Project in strict accordance with the requirements of the Contract Documents. Work includes, but is not limited to, the Design Services, the GMP proposal, the Construction Services, and any Additional Services and other services required. The term "reasonably inferable" takes into consideration the understanding of the parties hereto that not every detail will be shown on the Drawings and included in the Specifications.
- 3.9 "Owner", "the County", "Court" means the County Commissioners Court.
- 3.10 "Owner's Representative" means the Project Manager, which is Broadus & Associates.

**Article 4  
DESIGN-BUILD CONTRACTOR  
DESIGN SERVICES**

**4.1 GENERAL RESPONSIBILITIES**

- 4.1.1 Design Services are all services provided by the Project Architect or any design professional through or under this Agreement, including but not limited to the services in Article 4 of this Agreement. Design-Build Contractor shall designate a representative who is responsible for the day-to-day management of the Design Services. The designated representative shall be the Owner's primary contact during the design phase of the Project and shall be available as required for the benefit of the Project and the Owner. The designated representative shall be authorized to act on behalf of and to bind the Design-Build Contractor in all matters related to Design Services. The designated representative shall not be changed without advance written approval from the Owner, which approval shall not be unreasonably withheld.
- 4.1.2 Unless the Design-Build contractor also has the ability to legally perform Design-Build services, Design-Build Contractor shall enter into separate agreements with a Project Architect and other qualified professionals as required for performance of the Design Services. Design-Build Contractor certifies that any Project Architect and any other professional consultants with whom Design-Build Contractor chooses to contract, have been or will be selected on the basis of competence and qualifications pursuant to Texas Law. Design-Build Contractor shall not perform any architectural or engineering services directly unless Design-Build Contractor is licensed in Texas to perform such services. All drawings, specifications, and other design documents shall bear the seal of the licensed professional who prepared them in accordance with the applicable laws and regulations of the State of Texas. Design-Build Contractor shall not subcontract any of the design to its construction subcontractors except for shop drawings or technical submittals as required by the specifications. The Design-Build Contractor may use integrated project delivery methods to facilitate and coordinate the development of shop models (3D computer modeling) and drawings by the architect and the



**AGREEMENT  
BETWEEN HAYS COUNTY AND CONTRACTOR  
FOR  
PRECINCT 2 OFFICE BUILDING**

sub-contractor as appropriate and within the applicable laws and regulations of the State of Texas.

4.1.3 Design-Build Contractor shall be solely responsible for all obligations to the Project Architect and shall pay for the services of the Project Architect and all other professional service providers out of the fees for this Agreement. However, the Owner shall be identified as an intended beneficiary in all such agreements and the Project Architect and all other professional service providers shall acknowledge that they owe a duty of professional care to the Owner for the Design Services provided for the Project. Nothing in this Agreement shall create any contractual obligation from the Owner to the Project Architect or other design professionals not hired directly by the Owner.

4.1.4 The Design-Build Contractor shall be responsible for managing the Design Services so as to insure that the Project, as designed, modeled, analyzed and documented can be constructed for an amount that is within Design-Build Cost Limitation and will recommend and advocate designs which will enable the County to achieve the energy and operational savings as a responsibility of the Contract. The obligation to design the Project so as to achieve the Program objectives of scope and cost shall continue through completion and acceptance of Construction Documents. Any adjustment to the scope or quality considered necessary to comply with the Design-Build Cost Limitation or the Program during the design phase shall be mutually agreed upon and shall be considered normal to that process.

4.1.5 The Design-Build Contractor shall submit the names of all proposed consultants for Design Services, including the Project Architect and any of its consultants, for approval by the Owner, which approval shall not be unreasonably withheld. The Design-Build Contractor shall provide the Owner with a copy of the fully executed contract or agreement authorizing services by any such consultant. All such contracts shall provide that the consultants are bound to Design-Build Contractor in the same manner and to the same extent as Design-Build Contractor is bound to Owner.

4.1.6 The Design Services shall incorporate current technology as appropriate to the stated mission of the institution and the programmed functional activities that is compatible with existing facilities that meet the standards of the industry, and which are acceptable to the Owner.

4.1.7 The Design-Build Contractor shall establish constructability and value engineering review programs and reporting that conforms to accepted industry practices to identify and document project cost and schedule savings. The Design-Build Contractor's constructability coordinator shall formally report project constructability status monthly. The reports shall include the project constructability log and narratives as appropriate. The reports shall be part of the periodic project status review. The reporting requirements shall continue throughout the duration of the Project including the design, procurement, and construction phases.

4.1.8 The Design-Build Contractor agrees to meet prevailing standards of care with respect to the sufficiency and completeness of all Design Services performed and that all drawings, specifications, and other information furnished or provided by Design-Build Contractor shall be free from material errors and omissions consistent with professional standards of designers in the same area designing projects of similar nature and scope. Approval or acceptance of any Design Services by Owner shall not in any way release Design-Build Contractor from any duty, responsibility or liability for such services, it being understood that Owner is at all times relying upon Design-Build Contractor's skill and knowledge in performing the Design Phase Services.

4.1.9 Owner shall have the right to reject any defective Design Services or other defective Work on the Project of which Owner becomes aware and Design-Build Contractor shall promptly correct any such defect at Design-Build Contractor's expense. Should any portion of the Project Work be damaged or defective due to an error or omission in the Design Services, including errors or omissions in any plans, drawings, specifications, and other construction document materials prepared or furnished by Design-Build Contractor, Design-Build Contractor shall promptly correct any such damage or defect at no additional cost to the Owner. Should the Design-Build Contractor refuse or neglect to correct

any such damage or defect within a reasonable time after notice, Owner may cause the damage or defect to be corrected and Design-Build Contractor shall reimburse Owner for all expenses incurred to correct the damage or defect on demand.

4.1.10 Owner may elect, at its option, to construct the Project in different phases. Such phases may or may not overlap. Design-Build Contractor shall perform Design Services in packages as appropriate to each phase of construction which may result in different schedules and reviews for the completion of each design phase and for each phase of planned construction. The Owner may elect, at its option, to establish a different Design-Build Cost Limitation (DBCL) for each such phase. In any event, whether "fast-track" methods are used or not, the Design-Build Contractor shall be responsible to meet the project's Schedule.

4.1.11 At each stage of the design phase, Design-Build Contractor shall provide the following services as appropriate:

- o Architectural Services
- o Life Safety Code Analysis Services
- o Interior Design Services
- o Landscape Architectural Services
- o Civil Engineering Services
- o Structural Engineering Services
- o Mechanical Engineering Services
- o Fire Protection Engineering Services
- o Electrical Engineering Services
- o Security Engineering services (to be determined)
- o Commissioning Services (to be determined)
- o Telecommunications & data/voice network design services (to be determined)
- o Construction Cost Estimating
- o Constructability Analysis
- o Value Engineering Coordination
- o Life Cycle Analysis
- o Storm Water Pollution Prevention Plan Design Services
- o Construction Administration
- o Other services as required

4.2 Design-Build Contractor shall not proceed to any subsequent stage of Design Services until Owner has authorized Design-Build Contractor to proceed in writing, except at the Design-Build Contractor's sole financial risk.

#### 4.3 PRE-DESIGN SERVICES PHASE

4.3.1 The Design-Build Contractor shall provide a preliminary evaluation of the Owner's Design Criteria, Program and the Design-Build Cost Limitation, each in terms of the other.

4.3.2 The Design-Build Contractor shall visit the site to become sufficiently familiar with the existing facilities, systems and conditions to insure that the Project as designed will functionally interface with the existing conditions as required.

4.3.3 The Design-Build Contractor shall review laws and local jurisdiction regulations applicable to the design and construction of the Project and advise the Owner if any program requirement may cause a violation of such laws.

4.3.4 The Design-Build Contractor in consultation with the Owner and Design-Build Contractor's entire consultant team (including, but not limited to, the Project Architect, the Mechanical/Electrical/Plumbing Engineer, the Civil Engineer, the Commissioning Consultant and other team members as appropriate) shall verify the Facility Program for the Project provided by the Owner and recommend any necessary revisions prior to the start of design. The Design-Build Contractor shall meet with representatives of the Owner as required to confirm the Facility Program as supplied in the RFP No.: P2010-P02 and shall revise the Facility Program as necessary to incorporate the Owner's comments and requirements.

4.3.5 ~~Before proceeding to the Schematic Development Stage, the Design-Build Contractor shall obtain Owner's written approval by the Commissioners Court of the Facility Program and written authorization to proceed.~~



**AGREEMENT  
BETWEEN HAYS COUNTY AND CONTRACTOR  
FOR  
PRECINCT 2 OFFICE BUILDING**

#### 4.4 SCHEMATIC DESIGN PHASE

4.4.1 Based on the approved pre-design documents and any adjustments to the Program or Design-Build Cost Limitation authorized by the Owner, the Design-Build Contractor shall develop sufficient alternative approaches to design and construction of the Project and review them with the Owner. The Design-Build Contractor shall prepare Schematic Design documents and a preliminary construction cost estimate and submit them to the Owner for approval. Schematic Design documents shall consist of, at a minimum, single line drawings, complete material selections, and system descriptions and outline specifications sufficiently detailed to permit review by the Owner and its consultants. The construction cost estimate shall affirm adherence to the Design-Build Cost Limitation.

4.4.2 The Design-Build Contractor shall furnish and deliver to the Owner a minimum of four (4) half size and two (2) full size complete printed sets of Schematic Design documents.

4.4.3 The Design-Build Contractor shall prepare presentation materials at completion of Schematic Design and, if requested, present them to Hays County Commissioners Court and staff at a public meeting.

~~4.4.4 Before proceeding to the Design Development Phase, the Design-Build Contractor shall obtain Court's written authorization to proceed and the Court's approval of the preliminary construction cost estimate.~~

#### 4.5 DESIGN DEVELOPMENT PHASE

4.5.1 Based on the approved Schematic Design documents and any adjustments to the Program or Design-Build Cost Limitation authorized by the Owner, the Design-Build Contractor shall prepare Design Development documents and a detailed construction cost estimate and submit them to the Owner for approval. The Design Development Documents shall fix and describe the size and character of the entire Project, including site work, architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The detailed construction cost estimate shall confirm adherence to the Design-Build Cost Limitation.

4.5.2 The Design-Build Contractor shall furnish and deliver to the Owner a minimum of four (4) half size and two (2) full size complete printed sets of Design Development documents.

4.5.3 The Design-Build Contractor shall prepare presentation materials at completion of Design Development and, if requested, present them to Hays County Commissioners Court and staff at a public meeting.

4.5.4 Before proceeding into the Construction Document Phase, the Design-Build Contractor shall obtain Court's written approval of the Design Development documents and the mutually established Design-Build Cost Limitation.

#### 4.6 CONSTRUCTION DOCUMENTS PHASE

4.6.1 Based on the approved Design Development Documents and any further adjustments to the Program, the Design-Build Cost Limitation or the Project Construction Cost as authorized by the Owner, the Design-Build Contractor shall prepare Construction Documents consisting of Drawings and Specifications and submit them to the Owner for approval. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall provide for the construction of the Project within the approved Project Construction Cost.

4.6.2 The Construction Documents shall be consistent in all material respects with Design-Build Contractor's prior design proposals to Owner and with the approved Guaranteed Maximum Price proposal.

4.6.3 The Design-Build Contractor shall provide for reviews of documents and cost estimates during the preparation of Construction Documents at the 50% and 100% stages. The Design-Build Contractor shall advise the Owner's Representative regarding construction phasing and scheduling, the construction contract time period, and such other construction conditions considered appropriate for the Project at these

stages.

4.6.4 The Design-Build Contractor shall review with the Owner's Representative his understanding of the procedures for obtaining approval of authorities having jurisdiction over the Project prior to initiating these procedures on behalf of the Owner.

4.6.5 The Design-Build Contractor shall furnish and deliver to the Owner a minimum of four (4) half size and two (2) full size complete printed sets of Construction Documents.

4.6.6 Following Court approval of the Construction Documents, Design-Build Contractor shall deliver to the Owner Computer-aided Design and Drafting ("CADD") system copies of the Construction Documents in the format and media specified by the Owner.

4.6.7 Following Owner's approval of the Construction Documents as described in 4.6.6, Design-Build Contractor shall not be entitled to any adjustment in the approved Project Construction Cost except for changes in Project scope or quality which materially increase or decrease the cost to construct the Project or the time required to construct the project, that are ordered by Owner in writing in accordance with the General and Supplementary Conditions.

#### 4.7 CONSTRUCTION COST ESTIMATES

4.7.1 The Design-Build Contractor shall prepare and provide detailed Construction Cost Estimates of the Construction Project in a form acceptable to the Owner with the plans and specifications submitted for review at the completion of the Schematic Design Phase, the Design Development Phase, and all required review stages of the Construction Documents Phase. The Construction Cost Estimates shall affirm the construction cost of the Project to the Owner in writing.

4.7.2 Should any Construction Cost Estimate exceed the Design-Build Cost Limitation, the Owner shall either increase the limitation to accommodate the increase or direct the Design-Build Contractor to revise the Project to bring the estimated cost within the Design-Build Cost Limitation. Should any Construction Cost Estimate fall significantly below the Design-Build Cost Limitation, the Owner shall inform the Design-Build Contractor of desired changes to the Project scope or the Design-Build Cost Limitation.

#### 4.8 REVIEW DRAWINGS

4.8.1 The Design-Build Contractor, at its sole expense, shall provide Owner with the required number of design document review sets at each required stage of completion: as previously specified.

4.8.2 The Design-Build Contractor shall incorporate into the documents such corrections and amendments as the Owner requests at each phase review, unless the Design-Build Contractor objects to such changes in writing and Owner agrees to the objections. Any additional cost incurred due to Design-Build Contractor's failure to incorporate Owner's requested corrections and amendments shall be borne by the Design-Build Contractor.

4.8.3 Design-Build Contractor shall identify to Owner in writing anything in Design-Build Contractor's drawings and specifications and any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Design-Build Contractor (by Owner or any other party) that Design-Build Contractor regards as unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished. Design-Build Contractor shall be solely responsible for the use of such documents or data unless Design-Build Contractor advises Owner in writing that in its opinion such documents or data are unsuitable, improper, or inaccurate and Owner instructs the Design-Build Contractor in writing to proceed in accordance with the documents or data as originally given.

4.8.4 The Design-Build Contractor shall pay all costs for plans, specifications and other design and construction documents used by the Design-Build Contractor and its consultants and subcontractors, and all documents produced for review by the Owner, except for changes generated solely by Owner.





**AGREEMENT  
BETWEEN HAYS COUNTY AND CONTRACTOR  
FOR  
PRECINCT 2 OFFICE BUILDING**

4.8.5 If any of the plans, specifications and other design and construction documents or other work materials produced or used by Design-Build Contractor pursuant to this Agreement are damaged or destroyed by fire or other casualty, Design-Build Contractor shall prepare and provide Owner with new copies of any such documents or materials, at no additional cost to Owner, unless Design-Build Contractor or Owner has a complete and undamaged set thereof.

**4.9 CONSTRUCTION ADMINISTRATION SERVICES**

4.9.1 The Design-Build Contractor shall furnish the following Construction Administration Services as part of Construction Services, and without additional cost to Owner.

4.9.2 The Project Architect, and its related consultants, shall inspect the Project site at intervals appropriate to the type and stage of construction progress and as otherwise required by this Agreement to observe the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such onsite observations, the Project Architect shall observe the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work.

4.9.3 In addition to site visits for general inspection and observation, the Project Architect shall visit the site for specific purposes related to certification of progress payments, start-up or mock-up reviews for significant work activities and for formal inspections of the Work. The Design-Build Contractor shall provide written reports of all site visits to the Owner within two (2) business days. Progress payments shall be submitted monthly in draft form by the Design-Build Contractor for joint review and certification by the Project Architect, the Project Manager, and the Owner.

4.9.4 The Design-Build Contractor shall establish and maintain a numbering and tracking system for all project records, including changes, requests for information, submittals, and supplementary instructions and shall provide updated records at each Owner's meeting and when requested. The system shall use Omni Class classification tables for appropriate data types. The Owner's Representative's web based Project Management System, "Owner InSite," shall be used to record and maintain documents.

4.9.5 The Design-Build Contractor shall administer all regular progress and special meetings scheduled by the Owner and shall promptly provide meeting minutes to all parties within two (2) business days. The Project Architect shall attend the Design-Build Contractor's regularly scheduled planning meetings. Regularly scheduled planning and progress meetings will be held onsite, as soon as practicable, on a weekly basis (usually on a day and time to be set by the Owner's Representative). The last meeting held of each month (or the first meeting of the following month under certain circumstances) will be the monthly meeting with a complete agenda, complete lists and schedules, and includes consideration of monthly payments.

4.9.6 The Design-Build Contractor shall prepare an agenda for and conduct job conferences for attendance by representatives of the Design-Build Contractor, major Trade Contractors and Subcontractors, the Project Architect and Owner representatives, and prepare and distribute meeting minutes and a construction status reports.

4.9.7 The Project Architect, through the Design-Build Contractor and with the approval of the Owner, shall interpret the technical requirements of the Contract Documents. The Project Architect, through the Design-Build Contractor, shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Design-Build Contractor, and shall render written recommendations to the Owner within a reasonable time on matters relating to the execution or progress of the Work or the interpretation of the Contract Documents. Interpretations and recommendations rendered by Design-Build Contractor's Project Architect in accordance with this provision shall be approved, authorized, or concurred with, by the Owner's Representative prior to being utilized or relied upon in the progress of the work. Such approval shall not unreasonably be withheld.

4.9.8 The Project Architect, through the Design-Build Contractor, shall provide consultation for the purpose of clarification and interpretation

of the intent and scope of the Construction Documents. Project Architect's interpretations and recommendations shall be consistent with the intent of and reasonably inferable from the Contract Documents. Project Architect's interpretations shall be made in written and/or graphic form including, if necessary or appropriate, supplemental documents to amplify or clarify portions of the Construction Documents. Interpretations and recommendations rendered by Design-Build Contractor's Project Architect in accordance with this provision shall be approved, authorized, or concurred with, by the Owner's representative prior to being utilized or relied upon in the progress of the work.

4.9.9 The Project Architect shall review, recommend approval, or take other appropriate action upon the Design-Build Contractor's submittals such as Shop Drawings, Product Data and Samples. The Design-Build Contractor shall provide to the Owner an adequate number of copies of each submittal to the Owner for review and approval by it and its consultants.

4.9.10 The Project Architect shall, with Owner's approval, have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time, which are not inconsistent with the intent of the Contract Documents. Such approval shall not unreasonably be withheld. The Project Architect shall prepare revised Contract Drawings, where appropriate, to illustrate and document the work required by the Change.

4.9.11 All proposed changes to drawings, plans and specifications, regardless of how initiated, shall be fully described in the document depicting them as to scope of work added, removed, or changed. The original copies of the Construction Documents may be revised to show such changes, provided that all such revisions shall be separately recorded on media acceptable to Owner, including, without limitation, CADD. Such revisions shall be clearly indicated and a current revision date shall be included on the reproducible copy. Changes to the specifications shall be made by consecutively numbered and dated revision addenda. All changes to design documents or specifications will be identified by date of change, revision number and other customary identification references. Areas changed on drawings will be "clouded" to show each change. Clouds designating previous changes will be removed so that only the most recent changes will be clouded.

4.9.12 The Project Architect shall participate in concealed space inspections, systems start-up inspections, Substantial Completion and Final Inspections to determine the dates of Substantial Completion, and Final Acceptance. The Project Architect shall also participate in the Owner's final walk thru inspection one year after Final Completion.

4.9.13 The Project Architect, through the Design-Build Contractor, shall assist the Owner in checking as-built drawings during the course of the Work and shall review final as-built documents, and electronic schedule data for completeness and compliance with Contract requirements. Final as-built drawings shall be approved, authorized, or concurred with, by the Owner's representative prior to final payment to the Contractor.

4.9.14 The Design-Build Contractor shall provide project record schedule spreadsheets and construction documents in the system and manner required by the Owner. At a minimum, project record documents shall be provided electronically in the current version of dwg, dxf and pdf formats. The Owner may require, at its sole option, that the Design-Build Contractor store and maintain contract documents using an Owner furnished document control system, which shall be "Owner InSite," a web based application, as instructed by the Project Manager.

4.9.15 The Project Architect shall be present for final and semifinal inspections and participate in preparation of construction punchlists and provide written copies of construction punchlists to all parties present.

4.8.16 Owner's approval of any drawings, specifications, submittals or other documents shall not release or relieve Design-Builder, Project Architect or their subcontractors, sub consultants, and vendors from their respective obligations under this Agreement.

**4.10 ADDITIONAL SERVICES**

4.10.1 Additional Services shall be provided by the Design-Build



**AGREEMENT  
BETWEEN HAYS COUNTY AND CONTRACTOR  
FOR  
PRECINCT 2 OFFICE BUILDING**

Contractor and paid for in accordance with this Agreement by the Owner if authorized in writing by the Court. Prior to commencing any Additional Service, Design-Build Contractor shall submit to the Court an Additional Services Proposal in a form acceptable to the Court. The Additional Services Proposal shall describe in detail the nature or scope of the Additional Services, the basis upon which Design-Build Contractor believes that such services are Additional Services, the maximum amount of fees and reimbursable expenses for performance of the Additional Services, and a proposed schedule for the performance of the Additional Service. Design-Build Contractor shall proceed with the Additional Service only after written acceptance by Court of the Additional Services Proposal.

4.10.2 Upon acceptance by Owner, each Additional Services Proposal and the services performed by Design-Build Contractor pursuant to such Additional Services Proposal shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement, as fully and completely as though the same had been included in this Agreement as a Basic Service at the original execution of this Agreement.

4.10.3 The following services, if requested by the Court, are Additional Services:

4.10.3.1 Providing financial feasibility or other special studies other than as they relate to energy conservation and guaranteed savings, and the cost of the Project.

4.10.3.2 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

4.10.3.3 Providing coordination of Work performed by Owner's separate Contractors or by the Owner's own forces, except where such work interfaces with the work of the Design-Build Contractor, such as demolition or other contractors working at the site or adjacent sites.

4.10.3.4 Providing services in connection with the Work of separate consultants retained by the Owner.

4.10.3.5 Providing services for planning tenant or rental spaces.

4.10.3.6 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given by the Owner or due to Changes approved by the Owner and not due to errors or omissions by the Project Architect.

4.10.3.7 Making revisions in Drawings, Specifications or other documents when such revisions are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.

4.10.3.8 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work provided that the damage was not caused wholly or in part by the Design-Build Contractor or a Subcontractor.

4.10.3.9 Providing services after final payment or expiration of the Warranty, whichever is later, except as otherwise required by the Contract.

4.10.3.10 Preparing to serve or serving as an expert witness at the request of the Owner in connection with any public hearing, arbitration proceeding or legal proceeding.

**Article 5  
GUARANTEED MAXIMUM PRICE FOR  
CONSTRUCTION SERVICES**

5.1 At the conclusion of the Design Development phases for the Temporary Facilities and the Permanent Improvements, the Design-Build Contractor shall prepare and submit a Guaranteed Maximum Price (GMP). The GMPs must be prepared in the format specified by Owner and include, without limitation, a breakdown of Design-Build Contractor's estimated

costs organized by trade; allowance amounts by item; contingency amounts; the Construction Phase Fee, a Contract Time and date of Substantial Completion and other items as required by the Owner. The form shall be prepared after award announcement and attached to the contract as an Exhibit D.

5.2 The GMP Proposals must include a written statement describing how it was derived and prepared. At a minimum, the GMP Proposals must specifically identify the Drawings, Specifications and other construction documents relied on, the addenda incorporated, any exceptions to the Owner's General and Supplementary Conditions or to the terms of this Agreement, the allowances, and all clarifications and assumptions made by the Design-Build Contractor due to the incompleteness of the Drawings and Specifications.

5.3 In formulating the Guaranteed Maximum Price Proposals, Design-Build Contractor shall allow for the continued development and completion of the Drawings and Specifications which are reasonably inferable, except for material changes in scope or quality and the Guaranteed Maximum Price Proposals shall include a contingency "Design-Build Contractor Contingency" to allow for additional costs of the Work arising out of such development and completion, as well as bidding variations and price escalations which do not qualify for a change order. Amounts attributable to clarifications, assumptions, and further development and completion of the Drawings and Specifications shall be specified in an itemized breakdown as part of the GMPs. Wherever in the GMP the Design-Build Contractor has not developed a full design or specifications to fully describe a building item or system, Design-Build Contractor shall develop performance based specifications that will be included in the GMPs.

5.4 Before final acceptance of the GMPs by the Owner, Design-Build Contractor shall submit for Owner's approval, the number of copies requested by the Owner, complete, bound sets of the drawings, specifications, plans, sketches, instructions, requirements, materials, equipment specifications and other information or documents required by the GMP Guideline so as to fully and completely describe the Project as developed at the time of Design Development.

5.5 The GMP Proposals and the GMP Contract Documents are intended to address all items, assumptions, costs, contingencies, schedules and other matters necessary and relevant for proper execution and completion of the Work for the Guaranteed Maximum Price. The Design-Build Contractor shall provide a fully functional and operational facility as intended in the GMPs. The GMP Proposals and the GMP Contract Documents are complementary and what is required by one shall be binding as if required by all. If there is an irreconcilable conflict between or among the various documents that make up the GMP Proposals and the GMP Contract Documents, the interpretation that provides for the higher quality of material and/or workmanship shall prevail over all other interpretations.

5.6 The GMP Proposals shall adopt and incorporate all of the terms and conditions of this Agreement and all other documents that comprise the Contract between the Owner and the Design-Build Contractor. Any exceptions to or modifications of such terms and conditions proposed by the Design-Build Contractor in the GMP Proposals shall not be effective unless they are expressly stated and conspicuously identified in the GMP Proposals and are specifically accepted and approved by the Owner.

5.7 Owner may accept or reject each Guaranteed Maximum Price Proposal or negotiate its terms with Design-Build Contractor (with the right to cease negotiations at any time and reject the Proposal). If the Design-Build Contractor judges that it is difficult for the GMP to be less than the DBCL at Design Development, the Owner can require the Design-Build Contractor to redesign or implement Value Engineering at no added cost or project duration. If the Owner accepts the GMP Proposal in writing, both parties shall execute the GMP Proposal and the terms of the GMP Proposal, including the Guaranteed Maximum Price and the GMP Contract Documents, shall become part of the Contract. If the parties are unable to agree on the Guaranteed Maximum Price, then the Owner may reject the Design-Build Contractor's GMP proposal and terminate the contract for convenience, and has the right to utilize the design documents, and obtain bids or proposals from other construction contractors to accomplish the



**AGREEMENT  
BETWEEN HAYS COUNTY AND CONTRACTOR  
FOR  
PRECINCT 2 OFFICE BUILDING**

project.

5.8 Following Owner acceptance of the GMP Proposal, Design-Build Contractor shall be responsible for developing the Construction Documents so that, when complete, the documents incorporate and address all qualifications, assumptions, clarifications, exclusions and value engineering issues contained in the GMP Proposal. The Design-Build Contractor and the Project Architect shall jointly provide to Owner monthly status reports on the progress of incorporation of all such qualifications, assumptions, clarifications, exclusions, value engineering issues and all other matters relevant to the GMP Proposal.

5.9 The Design-Build Contractor shall not be entitled to an increase in the Guaranteed Maximum Price due to the absence of any detail or specification the Design-Build Contractor may require or for any construction which may be found necessary as the Work progresses in order to complete the construction of the Project. If an item or system is either shown or specified, all material and equipment required for the proper installation of such item or system and needed to make a complete operating installation shall be provided whether or not detailed or specified, omitting only such parts as are specifically excepted by the Owner. Design-Build Contractor is responsible for all design, including incidental designing/detailing as required by the Specifications for shop drawing purposes, except for design provided by Owner's independent Design Consultants, if any.

5.10 All contingencies are to be used as mutually agreed upon between the Owner and Design-Build Contractor. The Design-Build Contractor shall notify the Owner in writing prior to expending any contingency monies with an explanation as to why use of such funds is warranted.

5.11 As the Construction Documents are finalized and the Cost of Work buyout progresses for those Design-Build Contractor's Contingency items specifically identified in the GMP Proposal, the Design-Build Contractor's Contingency amount shall be reduced by mutual agreement of Owner and Design-Build Contractor with the deductions returned to the Owner as savings. Any Contingency remaining at the end of the Project shall be returned to the Owner by deductive Change Order.

5.12 Prior to utilization of any Contingency and subject to the Owner's approval, the Design-Build Contractor shall provide complete documentation, to the Owner's satisfaction, describing in detail the scope of work affected and the associated costs.

**Article 6**

**DESIGN-BUILD CONTRACTOR CONSTRUCTION SERVICES**

6.1 The Construction Phase shall be deemed to commence upon the earlier of (i) the date specified in a Notice to Proceed issued by Owner after approval of the Guaranteed Maximum Price Proposal specified in such Notice to Proceed, (ii) the issuance of a purchase order by Design-Build Contractor for materials or equipment for the Project after prior written authorization by Owner, or (iii) award of a Subcontract in accordance with the requirements of this Contract after prior written authorization by Owner. Design Services may overlap the Construction Services phase of the project.

6.2 Design-Build Contractor shall designate in writing a representative who is responsible for the day-to-day management of the Construction Services. The designated representative shall be the Owner's primary contact during the construction phase and shall be available as required for the benefit of the Project and the Owner. The designated representative shall be authorized to act on behalf of and bind the Design-Build Contractor in all matters related to Construction Services including, but not limited to, execution of Change Orders, Applications for Payment and Additional Service Requisitions. The designated representative shall not be changed without advance written approval from the Owner.

6.3 Unless otherwise provided for in the Contract, Design-Build Contractor shall provide or cause to be provided, and shall pay for all design services, labor, materials, equipment, tools, construction equipment

and machinery, water, heat, utilities, transportation and other facilities and services necessary or reasonably inferable for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

6.4 The Design-Build Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Design-Build Contractor shall keep the Owner informed of the progress and quality of the Work.

6.5 The Design-Build Contractor shall prepare and submit a Schedule of Work for the Owner's written approval. This schedule shall indicate the dates for the start and completion of the various phases of construction, milestones, including dates when information and approvals are required from the Owner. The Design-Build Contractor shall update this schedule on a monthly basis at a minimum or as required by the conditions of the Work and with the written approval of the Owner.

6.6 The Design-Build Contractor warrants to the Owner that the materials and equipment provided under the Contract will be of good quality and new unless otherwise required or permitted by the Contract, that the construction will be free from faults and defects and that the construction will conform to the requirements of the Contract. The Design-Build Contractor shall be responsible for correcting Work that does not comply with the Contract Documents.

6.7 Design-Build Contractor is solely responsible for all safety precautions and programs in connection with the Work. Design-Build Contractor shall review the safety programs developed by each Subcontractor and prepare and submit to Owner a comprehensive safety program for that trade prior to commencing construction by the trade. The comprehensive safety program shall comply with applicable requirements of the Occupational Safety and Health Act of 1970, all other applicable state, local, or federal laws or regulations. Design-Build Contractor shall ensure Subcontractor compliance with the requirements of the comprehensive safety program. The existence of any Owner-controlled insurance programs shall not operate to diminish or eliminate in any way Design-Build Contractor's responsibilities under this paragraph.

6.8 The Design-Build Contractors Construction Services and obligations are further described in the General and Supplementary Conditions and other Contract documents.

**Article 7**

**DESIGN-BUILD CONTRACTOR'S PERSONNEL  
AND SUBCONTRACTORS**

7.1 Before execution of this Agreement and before entering into any subcontract agreements related to the Work or the Project, the Design-Build Contractor's shall identify in writing to the Owner its employees, personnel, Project Architect, and all other associated sub-consultants to be assigned to the Project. Design-Build Contractor shall not assign to the Project or contract any person or entity to which Owner has a reasonable objection. After approval by the Owner, Design-Build Contractor shall not remove or replace the personnel and entities assigned to the Project except with the Owner's prior written consent which shall not be unreasonably withheld. Design-Build Contractor shall promptly update the personnel list as required.

7.2 The Design-Build Contractor shall solicit competitive sealed proposals for each subcontracting and materials package issued for the Work and shall notify the Owner in advance in writing of the date it will receive such proposals. Based on the proposals, Design-Build Contractor, with assistance from and in cooperation with the Owner, shall identify the proposal that provides the best value for the Project. The Design-Build Contractor shall document the actual Cost of Work at buyout as compared to the Guaranteed Maximum Price and shall report this information to the Owner immediately following receipt of proposals for each subcontracting package. Owner shall be entitled to recover any savings realized between



**AGREEMENT  
BETWEEN HAYS COUNTY AND CONTRACTOR  
FOR  
PRECINCT 2 OFFICE BUILDING**

the Guaranteed Maximum Price and the buyout price for subcontracting work, provided however, that Design-Build Contractor may use such savings to offset other buyout packages that exceed the amounts identified in the Guaranteed Maximum Price, so long as the total Cost of Work proposed in the Guaranteed Maximum Price does not increase.

7.3 Design-Build Contractor shall identify every Subcontractor it intends to use on the Project to the Owner for approval in writing before entering into any such subcontract. Design-Build Contractor shall not use any Subcontractor to which Owner has a reasonable objection. Design-Build Contractor shall not be required to subcontract with any Subcontractor to which it has reasonable objection. If Design-Build Contractor intends to perform any Work other than General Conditions Work, it shall notify Owner in writing in advance. Following Owner's approval of Design-Build Contractor's Subcontractors, they shall not be changed without Owner's prior written consent, which shall not be unreasonably withheld. Design-Build Contractor shall not incur any Subcontract costs prior to issuance by Owner of a Notice to Proceed for such Work.

**Article 8  
OWNER'S RESPONSIBILITIES**

8.1 The Owner will provide a preliminary project budget and schedule for the Project. The budget will include the Design-Build Cost Limitation, contingencies for changes in the Work during construction, and other costs which are the responsibility of the Owner. The schedule will set forth the Owner's plan for milestone dates and completion of the Project.

8.2 The Owner will designate an Owner representative with authority to act in the Owner's behalf with respect to the Project. The Owner's Designated Representative (ODR) shall examine the documents submitted by the Design-Build Contractor and shall render decisions pertaining thereto.

8.3 The Owner, at Owner's cost, will secure the services of special consultants to develop such additional information as may be necessary for the design of the project. The Design-Build Contractor shall provide the Owner with parameters for inclusion in the Owner's instructions to such providers.

8.4 The Owner shall furnish all legal, accounting, auditing and insurance counseling services for itself as may be necessary for the Project.

8.5 The Owner shall examine the design documents submitted by the Design-Build Contractor and provide comments concerning corrections or amendments to such documents in writing to the Design-Build Contractor. The Owner may obtain independent review of the design documents by its own Design Consultant. The Owner may require the Design-Build Contractor to halt production during design review.

8.6 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Design-Build Contractor's services and of the Work.

8.7 The Owner may designate one or more Construction Inspectors of its own who shall be given access to the Work as requested or needed. The provision of such Inspectors by Owner shall not reduce or lessen in any respect Design-Build Contractor's responsibilities for the Work. Design-Build Contractor shall remain fully and solely responsible for the drawings, specifications, and other contract documents furnished or provided by Design-Build Contractor, and for constructing the Project in strict accordance with the Contract Documents.

**Article 9  
OWNERSHIP AND USE OF DOCUMENTS**

9.1 The Design-Build Contractor or Project Architect shall provide to the Owner the originals of the following documents including but not limited to: drawings, specifications and other documents or items prepared for the Project ("Construction Documents"), in written reproducible form and electronic form (dwg, dwf, pdf) of the original design signed and sealed by the Project Architect to be used by the Owner as the Owner deems necessary without violating any copyrights of the Project Architect (except as it relates to the Temporary Facilities which will not be made a part of the Permanent Improvements). The Project Architect shall provide to the Owner final record drawings and documents, including but not limited to: drawings, specifications and other documents reflecting the final "as-built" condition of the Project as maintained by the Design-Build Contractor during the course of construction, in written reproducible form and electronic form (dwg, dwf, pdf) to be used by Owner as Owner deems necessary without violating any copyrights of the Project Architect. The Owner acknowledges that the Construction Documents prepared by Project Architect, including electronic files, as instruments of professional service. Nevertheless, Construction Documents prepared under this Agreement are owned by the Owner. The Owner shall not reuse or make modifications to the Construction Documents without the Owner's receipt of an acknowledgment from any third party who reuses or modifies the Construction Documents that the third party is responsible for any liability arising from the reuse or modification.

9.2 The Design-Build Contractor and Project Architect shall provide the Owner with the electronic form of the drawings, specifications and other documents prepared by the Design-Build Contractor and Project Architect throughout the course of the project (except as it relates to the Temporary Facilities which will not be made a part of the Permanent Improvements). If the Contract is terminated by the Owner, at any stage of the Agreement, the Design-Build Contractor and Project Architect shall grant the Owner a limited license that allows the Owner to use the documents to complete the Project.

**Article 10  
TIME**

10.1 Unless otherwise approved, the Owner and the Design-Build Contractor shall perform their respective obligations under the Contract as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

10.2 Time limits stated in the Contract Documents are of the essence of this Agreement. The Design-Build Contractor shall be responsible for schedule development, updating and reporting throughout the entire Project, including Design Services and Construction Services. The Design-Build Contractor shall comply in all regards with requirements set forth in the Project Planning and Scheduling Specifications.

10.3 Prior to commencement of the Design Services, the Design-Build Contractor shall submit for the Owner's approval a detailed schedule for the performance of the Design Services. The Design Services Schedule shall include reasonable periods of time for the Owner's review and approval of design drawings and for approval of authorities having jurisdiction over the Project. Upon acceptance by the Owner, the Design Services Schedule shall not be modified except for good cause including the Owner not being able to approve Design in a timely manner, as approved by the Owner at the Owner's sole option and discretion. The Design Services shall commence when the Owner issues a Notice to Proceed designating the date for commencement. The Design-Build Contractor shall complete the Design Services as set forth in the approved Design Services Schedule developed by the integrated design, construction, sub-contracting and commissioning teams.

10.4 Prior to commencement of the Construction Services, the Design-Build Contractor shall submit for the Owner's approval a detailed schedule for the performance of Construction Services. The Construction Phase Schedule shall include reasonable periods of time for the Owner's review and approval of design drawings and submissions and for approval





**AGREEMENT  
BETWEEN HAYS COUNTY AND CONTRACTOR  
FOR  
PRECINCT 2 OFFICE BUILDING**

of authorities having jurisdiction over the Project. Upon acceptance of a Guaranteed Maximum Price Proposal by the Owner, the Construction Phase Schedule shall not be modified except for good cause as approved by the Owner at the Owner's sole option and discretion. The Design-Build Contractor shall provide the Owner with detailed and accurate monthly invoices which also include the following items:

- 10.4.1 A copy of the original schedule with marked up changes showing original activities and modified ones (as applicable).
- 10.4.2 Schedule changes (if any).
- 10.4.3 Schedule update – progress accomplished thus far.
- 10.4.4 Next month activities and milestones.
- 10.4.5 Any time savings or delays experienced thus far and an explanation as to why.
- 10.4.6 A plan on how the Design-Build Contractor intends to recover from any delays.
- 10.4.7 Progress photos for construction activities.
- 10.4.8 Status of buy-outs against the GMP and technical submittals and shop drawings.
- 10.4.9 Any safety incidents recorded for the period covered in the report.

**Article 11  
PAYMENTS**

11.1 Payments for Design Services shall be made at the completion of each design phase (pre-design services, schematic design, design development, and construction documents) or, with the Owner's approval, monthly, based on the percentage completion of services performed within each approved phase of design as demonstrated by work product. Design Services shall be billed separately from Construction Services and Cost of Work. Construction Administration shall be billed separately within the billings for Construction Services and Cost of Work. All payment requests shall be submitted on approved forms. Billings shall accurately and completely detail Subcontractor payment requests and payments.

11.2 Payment for approved Additional Services and Reimbursable Expenses shall be made monthly upon presentation of the Design-Build Contractor's statement of services rendered or expenses incurred.

11.3 With each application for payment, Design-Build Contractor shall submit all receipts, invoices with check vouchers or other evidence of payment, petty cash account information, payrolls, and any and all other evidence which Owner or its designated representatives shall deem necessary to support the amount requested. This requirement normally will be waived unless payment is for pre-approved Time and Material work, or if the Owner exercises its right to audit per Section 11.15.

11.4 The Design-Build Contractor's Construction Services Fee shall be shown as a separate line item on the schedule of values. In determining the percentage of completion, Design-Build Contractor shall use the lesser of the total percentage of the Work actually completed for each classification on the schedule of values, or the percentage of the Guaranteed Maximum Price allocable to that item which has been actually incurred and demonstrated as an expense by the Design-Build Contractor. The amount requested for such fee shall be in the same proportion to the total fee as the amount requested for the Cost of the Work relative to the total Cost of the Work used in deriving the then current Guaranteed Maximum Price.

11.5 Retainage as specified in the General and Supplementary Conditions will be applied separately to the entire amount requested for the Temporary Facilities Cost of the Work and Design-Build Contractor's Construction Phase Fee and the Permanent Improvements Cost of the Work and Design-Build Contractor's Construction Phase Fee ~~to the entire amount requested including the Cost of the Work and the Design-Build Contractor's~~

**Construction Phase Fee.**

11.6 Each schedule of values submitted shall maintain the originally established value for each work classification line item or subcontractor, and shall contain any revisions to costs or cost estimates for each such classification or subcontractor. The format and tracking method of the original schedule of values and of all updates thereto shall be subject to the approval of Owner. The Owner may require that payment applications be submitted electronically. If at any time, the amount shown on the schedule of values exceeds the Guaranteed Maximum Price allocable to that classification or subcontractor, then the amount payable to Design-Build Contractor by Owner shall be reduced by the amount of such excess. At all times, the estimated cost of performing the uncompleted and unpaid portion of the Work (including Design-Build Contractor's fee) shall not exceed the unpaid balance of the Guaranteed Maximum Price (less retainage on Work previously completed).

11.7 Payments to Subcontractors included in an application for payment shall not exceed the percentage of Work allocable to that Subcontractor for each respective schedule of values classification which has been actually completed.

11.8 Owner shall have the right to withhold from payments due Design-Build Contractor such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Design-Build Contractor or failure of Design-Build Contractor to perform Design-Build Contractor's obligations under this Agreement.

11.9 Design-Build Contractor's requests for final payment, separately for the Temporary Facilities and Permanent Improvements, shall not be made until Design-Build Contractor delivers to Owner a complete release of all liens and/or bond claims arising out of this Agreement and an affidavit that, to the best of Design-Build Contractor's information or knowledge, the release includes and covers all materials and services over which Design-Build Contractor has control and for which a lien and/or bond claim could be filed. Alternatively, Design-Build Contractor may furnish a bond satisfactory to Owner to indemnify Owner against any lien. If any lien remains unsatisfied after all payments are made, Design-Build Contractor shall refund to Owner all moneys Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees, and Owner shall have all remedies at law and in equity. The Design-Build Contractor shall be permitted to request final payment for the Temporary Facilities scope of work and receive final payment for the Temporary Facilities scope of work upon completion of the Temporary Facilities scope of work regardless of the degree of completion achieved by the Design-Build Contractor on the Permanent Improvements scope of work.

11.10 Owner shall have no obligation to make final payment until a final accounting of the Cost of the Work has been submitted by Design-Build Contractor and has been verified by Owner or Owner's representatives. The aggregate total of payments to Design-Build Contractor shall not exceed the total of the actual Cost of the Work as verified by Owner or Owner's representative from Design-Build Contractor's final accounting plus the applicable Design-Build Contractor's Construction Fee, as certified for payment in accordance with the Contract. In no event shall the aggregate sum of Construction payments to the Design-Build Contractor exceed the Guaranteed Maximum Price. If payments made to Design-Build Contractor exceed that which is due and owing, then Design-Build Contractor shall promptly refund such excess to Owner.

11.11 Notwithstanding any other contractual provision to the contrary, Owner shall not be obligated to make any payment to the extent necessary to protect the Owner from loss (whether a progress payment or final payment) to Design-Build Contractor under any of the following circumstances if the making of such payment would be materially prejudicial to the Owner:

11.11.1 Design-Build Contractor is in breach or default under this Agreement;

11.11.2 Any part of such payment is attributable to services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to services which



**AGREEMENT  
BETWEEN HAYS COUNTY AND CONTRACTOR  
FOR  
PRECINCT 2 OFFICE BUILDING**

were performed in accordance with this Agreement;

11.11.3 Design-Build Contractor has failed to make payments promptly to consultants or other third parties used in connection with any services for which Owner has made payment to Design-Build Contractor;

11.11.4 If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this Agreement; or

11.11.5 Design-Build Contractor has persistently failed to meet schedule requirements.

11.12 Nothing contained herein shall require the Owner to pay the Design-Build Contractor an aggregate amount for Construction Services that exceeds the Guaranteed Maximum Price or to make any payment if, in the Owner's belief, the cost to complete the Work would exceed the Guaranteed Maximum Price less previous payments to Design-Build Contractor.

11.13 No partial payment made hereunder shall constitute, or be construed to constitute, final acceptance or approval of that part of the services to which such partial payment relates, or a release of Design-Build Contractor from any of its obligations hereunder or liabilities with respect to such services.

11.14 Design-Build Contractor shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the services.

11.15 Owner shall have the right to verify and audit the details set forth in Design-Build Contractor's billings, certificates, accountings, cost data, and statements, either before or after payment, by (1) inspecting the books and records of Design-Build Contractor during normal business hours; (2) examining any reports with respect to this Project; (3) interviewing Design-Build Contractor's business employees; (4) visiting the Project site; and (5) other reasonable action. Design-Build Contractor's records shall be kept on the basis of generally accepted accounting principles. Any audit shall be done at no additional cost to the Owner.

11.16 The acceptance by Design-Build Contractor of final payment under this Agreement, shall constitute a full and complete release of Owner from any and all claims, demands, and causes of action whatsoever which Design-Build Contractor or Design-Build Contractor's successors have or may have against Owner under the provisions of this Agreement except those previously made in writing and identified by Design-Build Contractor as unsettled at the time of the final request for payment.

**Article 12  
REIMBURSABLE EXPENSES**

12.1 Reimbursable Expenses are in addition to Compensation for Basic and Additional Services and include actual out-of-pocket reasonable expenditures made by Design-Build Contractor and its employees and consultants incurred solely and directly in connection with the Work for the following items: All expenses, as defined by 13.3.1.3, 13.4.3, ~~13.4.4~~ are to be accounted for in the Design-Build Fee.

12.2 Owner shall not pay a mark-up on any reimbursable expenses. Design-Build Contractor shall submit receipts for all reimbursable expenses along with any reimbursement request.

**Article 13  
COST OF THE WORK**

13.1 The term "Cost of the Work" means costs which the Design-Build Contractor actually and necessarily incurs constructing the Work in strict compliance with the Contract Documents. Cost of the Work includes the cost of Design-Build Contractor's General Conditions for the Work and

the cost of the work itself. The costs associated with Design Services and Construction Administration are not Cost of the Work items within the terms and conditions of this Contract, but are included within the RFP CRITERIA 2.9.2: PRECONSTRUCTION FEES AND 2.9.3 CONSTRUCTION FEES.

13.2 References in the General and Supplementary Conditions relating to adjustments in "cost" or "costs" refer to adjustments to the Cost of the Work.

13.3 Cost of the Work includes:

13.3.1 Labor and Administrative:

13.3.1.1 Reasonable and customary wages or salaries of Design-Build Contractor's supervisory and administrative personnel who are identified to the Owner in advance and in writing, but only when stationed full-time at the site with the Owner's prior consent. The Design-Build Contractor's project manager's salary, when directly associated with the project, shall be included in the General Conditions Costs. The Superintendent(s) and Project Site Engineer(s) salary or other full-time personnel stationed at the site shall be included in the General Conditions with an associated breakdown by personnel category. If other personnel are needed and scheduled to be onsite part time, the prorated cost of their assignment shall be identified as a General Conditions item in the RFP CRITERIA 2.9.4: RESPONDENT'S PRICING AND DELIVERY NOT-TO-EXCEED GENERAL CONDITIONS COSTS.

13.3.1.2 Costs paid or incurred by Design-Build Contractor for labor costs arising out of taxes, insurance, and benefits which are (i) required by law, (ii) required by collective bargaining agreements, (iii), or otherwise customary, so long as such costs are based on wages and salaries which are properly included in the Cost of the Work as defined herein.

13.3.1.3 Reasonable and customary travel expenses of Design-Build Contractor's personnel incurred directly and solely in support of the Project and approved in advance in writing by Owner.

13.3.1.4 Costs of long-distance telephone calls, telegrams, postage, package delivery and courier service, telephone service, and reasonable and customary petty cash expenses of Design-Build Contractor's jobsite office, incurred directly and solely in support of the Work, and all incurred at the site.

13.3.2 Materials, Equipment, Tools, Rentals:

13.3.2.1 Costs of materials and equipment to be incorporated into the Work, including transportation charges, and a reasonable and customary allowance for waste and spoilage. Owner shall be entitled to take possession of excess materials not incorporated into the Work, or at Owner's option, Design-Build Contractor shall sell such materials and deduct the gross proceeds from the Cost of the Work. Payment for stored materials is subject to the General and Supplementary Conditions.

13.3.2.2 Costs of materials, supplies, temporary facilities, equipment, and hand tools except for those customarily owned by construction workers, all provided at the site by Design-Build Contractor, if such items are fully consumed in the construction of the Work, and Owner approves such purchase in advance in writing. Cost for used items shall be based on fair market value and may include costs of transportation, installation, minor maintenance costs, and removal. If the item is not fully consumed, then the cost shall be based on cost of the item minus its fair market salvage value.

13.3.2.3 Rental charges for temporary facilities, equipment, and hand tools except for those customarily owned by construction workers, all provided at the site by Design-Build Contractor, and may include transportation, installation, and minor maintenance costs, and removal, all so long as Owner has approved such items and the rental rates in advance in writing. If tools, machinery or construction equipment are rented from the Design-Build Contractor, the amount of such rental, the rate of such rentals, including the freight and delivery cost thereon and all operating expenses except labor, shall be determined by application of "Contractor's Equipment Cost Guide," latest edition published by the AGC, approved by the Owner before commitments are made and shall in no event be higher than the prevailing competitive rates paid in the locality for similar



**AGREEMENT  
BETWEEN HAYS COUNTY AND CONTRACTOR  
FOR  
PRECINCT 2 OFFICE BUILDING**

equipment. In no event shall the aggregate rental cost to Owner exceed the purchase price and maintenance cost of the item. In the event equipment can be purchased for an amount comparable to the aggregate rental cost of said equipment, Design-Build Contractor shall purchase such equipment and turn it over to Owner upon final completion of the Work, or, at Owner's option, credit to the Owner with the amount of the fair market resale value. Equipment purchase or rental costs for a subcontractor's work shall be within the bid for that subcontract and not be charged to General Conditions.

13.3.2.4 Site debris removal and disposal costs in accordance with all applicable laws and regulations.

13.3.3 Subcontracts: Payments made to Subcontractors by Design-Build Contractor for the construction of the Work in accordance with the Contract Documents and the requirements of the subcontracts with such Subcontractors.

13.3.4 Other costs:

13.3.4.1 Owner is a public entity and Design-Build Contractor shall avail itself of all exemptions that may exist for such taxes based on Owner's status. Owner shall present sales tax exemption forms for use in Contractor and Subcontractor's purchasing.

13.3.4.2 Permit and inspection fees.

13.3.4.3 Premiums for insurance and bonds to the extent directly attributable to this Contract.

13.3.4.4 Testing fees pursuant to the General and Supplementary Conditions.

13.3.4.5 Intellectual property royalties and licenses for items specifically required by the Contract Documents which are, or will be, incorporated into the Work.

13.3.4.6 Forfeited deposits, but only if such deposit has been forfeited in the absence of any fault or negligence of Design-Build Contractor.

13.3.4.7 Other costs approved in advance in writing by Owner at Owner's sole option and discretion.

13.4 Costs Not Included in the Cost of the Work:

The following *shall not* be included in the Cost of Work to be paid by Owner:

13.4.1 Costs including, but not limited to, costs arising from failure to perform of any Subcontractor or the bankruptcy or insolvency of any Subcontractor.

13.4.2 Legal and administrative costs to review and negotiate these Contract Documents.

13.4.3 Travel and subsistence expense of Design-Build Contractor, its officers or employees incurred while traveling between the Project and Design-Build Contractor's principal or branch offices, and travel in the metropolitan area of the Project.

13.4.4 Fines, penalties, sanctions or impositions assessed or imposed by any governmental body, instrumentality or tribunal arising from the fault of Design-Build Contractor.

13.4.5 Costs incurred by Design-Build Contractor resulting from the failure of Design-Build Contractor or its Subcontractors to coordinate their work with that of Owner and its contractors, if any, after agreeing to the schedules therefore, or failure of Design-Build Contractor to comply with directives of Owner not in conflict with said schedules.

13.4.6 Costs resulting from the failure of Design-Build Contractor or any Subcontractor to procure and maintain insurance as and to the extent required by the Contract Documents.

13.4.7 Any and all personnel costs, including, without limitation, wages, salaries, and benefits, except for personnel based at the site office and the Project Manager assigned to this Project and only as specifically

provided herein.

13.4.8 Any and all overhead expense or office expense at any location, except site office expense to the extent specifically included herein.

13.4.9 Costs related to Design-Build Contractor's indemnification obligations under the Contract.

13.4.10 The cost of capital, including, without limitation, interest on capital, regardless of whether it is related to the Project.

13.4.11 Any cost arising out of a breach of this Contract or the fault or negligence of Design-Build Contractor, its Subcontractors, or any person or entity for whom they may be liable, including, without limitation, costs related to defective, rejected, or nonconforming work, materials or equipment, damage to persons or property, errors and omissions with respect to design services provided or furnished by Design-Build Contractor, and failure to coordinate the design services provided or furnished by Design-Build Contractor. In the case of such fault or negligence of Design-Build Contractor is possible, therefore anticipated, related costs shall be anticipated in the Design-Builder's contingency, which shall not be borne by the Owner.

13.4.12 Liquidated damages imposed by Owner for failure of Design-Build Contractor to complete the Work within the Contract Time.

13.4.13 Any cost arising out of the failure of Design-Build Contractor to complete the Drawings and Specifications in a timely manner.

13.4.14 Costs of Design-Build Contractor's architects, engineers, and other entities and personnel performing Design or Consulting Services.

13.4.15 Any and all costs not specifically authorized herein, including, without limitation, any cost which would cause the Guaranteed Maximum Price to be exceeded.

13.5 Discounts, Rebates and Refunds:

The Cost of the Work to be paid by Owner shall be credited with the following items:

13.5.1 Proceeds of the sale of all tools, surplus materials, construction equipment, and temporary structures which have been charged to the Work other than by way of rental, and remaining after completion, whether such sale is made to the Owner, the Design-Build Contractor, or to some other party; and any such sale, if made to others than the Owner, shall be at fair market price. Upon completion of the Work or when no longer required, all tools, construction equipment and materials purchased for the Work shall be sold and the Design-Build Contractor shall use its best efforts to obtain the highest price in respect of such sales.

13.5.2 If Owner makes funds available to Design-Build Contractor, discounts earned by the Design-Build Contractor through advance or prompt payments. The Design-Build Contractor shall obtain all possible trade and time discounts on bills for material furnished, and shall pay said bills within the highest discount periods. The Design-Build Contractor shall purchase materials for this Project in such quantities as will provide the most advantageous prices to the Owner.

13.5.3 Reasonable market value as approved by the Owner at the time of removal of all materials, tools, and equipment actually purchased for the work and upon completion of the work retained by the Design-Build Contractor.

13.5.4 Rebates, discounts, or commissions allowed to and collected by the Design-Build Contractor from suppliers of materials or from subcontractors, together with all other refunds, returns, or credits received for return of materials, or on bond premiums, or insurance and sales taxes.

13.5.5 Design-Build Contractor shall reimburse Owner for deposits made by Owner and not returned to Owner due to the fault of the Design-Build Contractor. Should Design-Build Contractor not promptly so reimburse Owner upon demand, Owner shall be entitled to recover said amount from Design-Build Contractor, including, but not limited to, by deducting the amount from payments due the Design-Build Contractor.



**AGREEMENT  
BETWEEN HAYS COUNTY AND CONTRACTOR  
FOR  
PRECINCT 2 OFFICE BUILDING**

**Article 14  
DESIGN-BUILD CONTRACTOR'S FEE**

14.1 The Design-Build Contractor's Fee shall cover the Design-Build Contractor's profit, general overhead and all expenses in connection with maintaining and operating Design-Build Contractor's main office and any branch or field offices, except the field office for this Project.

14.2 References in the General and Supplementary Conditions to Design-Build Contractor's "overhead" and "profit" refer to Design-Build Contractor's Fee.

14.3 Design-Build Contractor's Fee includes:

14.3.1 Salaries of Design-Build Contractor's officers, project manager(s), estimators and schedulers when not directly assigned to the Project.

14.3.2 Salaries of persons employed in the main or branch offices of the Design-Build Contractor whose time is devoted to the general conduct of the Design-Build Contractor's business.

14.3.3 Overhead or general expenses of any kind unless specifically addressed otherwise herein.

14.3.4 Services and expenses of the personnel, accounting, budget control, audit and management information systems relating to accounting in Design-Build Contractor's office and even if at the site, except as specifically identified herein.

14.3.5 Interest on the Design-Build Contractor's capital or on money borrowed by the Design-Build Contractor, including the capital employed by the Design-Build Contractor in the performance of the Work.

14.3.6 Amounts required to be paid by Design-Build Contractor for Federal and/or State income and franchise taxes.

14.3.7 Purchase/lease of jobsite vehicles and their maintenance costs.

14.3.8 Purchase/rental of jobsite radios and communications equipment.

14.3.9 Purchase/rental of jobsite computer hardware, software, and other electronic equipment.

14.3.10 Purchase/rental of jobsite phone systems including cellular and digital pagers.

**Article 15  
CONTRACT SAVINGS**

15.1 If the sum of the Design-Build Contractor's actual Cost of the Work including Part I Preconstruction Phase Services and Part II Basic Construction Services as defined by Articles 23.2 and 23.3 of this Agreement is less than the DBCL, then the entire savings shall be returned to the Owner and a final adjustment made to the contract amount.

**Article 16  
PRE-EXISTING CONDITIONS, DESIGN ERRORS,  
AND OMISSIONS**

16.1 The Design-Build Contractor acknowledges that it was afforded unrestricted access to the existing improvements and conditions on the Project site and it has thoroughly investigated those conditions. The results of Design-Build Contractor's investigation have been taken into account in establishing the Guaranteed Maximum Price of the Work. Therefore, Design-Build Contractor shall not make or be entitled to any claim for any

adjustment to the Contract Time or the Contract Sum for Design Phase Services or for Construction Phase Services arising from Project conditions that Design-Build Contractor discovered or, in the exercise of reasonable care, should have discovered in Design-Build Contractor's investigation. The Design-Build Contractor shall not be liable for existing environmental conditions including but not limited to environmental impact issues not revealed by Geotechnical Investigation. All environmental remediation shall be by the Owner.

16.1.1 Design-Build Contractor is responsible for discovering and correcting any error, omission, conflict, inconsistency or lack of clarity, in the Construction Documents prepared by Design-Build Contractor or its Project Architect. Design-Build Contractor shall be responsible for all costs, including the cost of redoing or remedying the Work and time delays, resulting from any error or omission in the Contract Documents.

**Article 17  
BONDS AND INSURANCE**

17.1 Within ten (10) days of the Effective Date of this Agreement, Design-Build Contractor shall provide a security bond in a form acceptable to the Owner in the amount of five percent (5%) of the Design-Build Cost Limitation. The surety for a security bond shall meet the same requirements as set forth for payment and performance bonds.

17.2 Within ten (10) days of acceptance by the Owner of a Guaranteed Maximum Price Proposal, Design-Build Contractor shall provide performance and payment bonds on forms prescribed by Owner, in accordance with the requirements set forth in the General and Supplementary Conditions. The penal sum of the payment and performance bonds shall be equal to the Guaranteed Maximum Price including the cost for design services; the penal sum of the bonds shall be equal to the Owner's Design-Build Cost Limitation for the entire Project. When a Guaranteed Maximum Price is established, Design-Build Contractor shall provide revised performance and payment bonds in the amount of the GMP. If construction is phased or staged with different Guaranteed Maximum Prices established at different times, the penal sum of the bonds shall be increased at the start of each stage or phase based on the cumulative total value of all Guaranteed Maximum Prices in effect.

17.3 The Design-Build Contractor shall carry professional liability and errors and omissions insurance, covering the design services provided under this Agreement, as set forth in Exhibit B, General Conditions. A Certificate of Insurance indicating the expiration date of the Design-Build Contractor's professional liability insurance is required. No policy providing such insurance shall be cancelled without thirty (30) days prior written notice to the Owner. If Design-Build Contractor is performing the Design Services, then the professional liability insurance shall be in Design-Build Contractor's name and shall include a Design-Build Endorsement in form acceptable to Owner. If Design-Build Contractor is furnishing the Design Services through others, then the professional liability policy or policies shall be in the name of the respective professionals performing such services, which shall include all architects and engineers furnishing services for the Project, and Design-Build Contractor shall also provide a Contractor's Errors and Omissions policy naming it as the insured. If Design-Build Contractor is performing some design services and furnishing others, then the insurance policies shall be provided covering all design entities in accordance with the previously stated requirements. Owner may consider, as an alternate to the above coverage, that the Design-Builder obtain Project Professional Insurance (PPI) coverage in excess of each designer's standard liability policy equal to or greater than Zurich PPI coverage.

17.4 Prior to commencing any work under the Agreement, the following insurance coverage shall be provided by the Design-Build Contractor:

17.4.1 Design Phase Services; Design-Build Contractor shall provide coverage for Employer's Liability, Workers' Compensation, Commercial General Liability, and Automobile Liability, as set forth in the General



**AGREEMENT  
BETWEEN HAYS COUNTY AND CONTRACTOR  
FOR  
PRECINCT 2 OFFICE BUILDING**

Conditions.

17.4.2 Construction Phase: In addition to the coverage required for the Design Phase Services, Owner's Protective Liability, Design-Build Contractor shall provide Employer's Liability, Workers' Compensation, Commercial General Liability, and Automobile Liability, and Builders Risk Insurance as set forth in the General Conditions of the contract.

17.4.3 Design-Build Contractor shall develop the GMP including the cost of all premiums for insurance coverage. The GMP should include the cost of premiums of all other insurance required by the Agreement or otherwise desired by the Design-Build Contractor for the Project. No mark-up shall apply to Insurance premiums.

17.5 During construction, the Owner has the option to audit the Design-Build Contractor's insurance costs.

17.5.1 If the audit indicates that actual insurance costs are less than the costs included by the Design-Build Contractor then Design-Build Contractor shall issue a deductive Change Order to the Owner.

**Article 18  
DISPUTE RESOLUTION**

18.1 All disputes to which the Owner is a party that arise from this Agreement or the Project shall be resolved in accordance with the procedures and limitations of Article 26 of the General Conditions.

**Article 19  
PROJECT TERMINATION AND SUSPENSION**

19.1 This agreement may be terminated by the Owner during the Design Phase upon at least seven (7) day written notice to the Design-Build Contractor in the event that the Project is to be temporarily or permanently abandoned.

19.2 At its sole discretion and option, the Owner may terminate this Agreement after the conclusion of the Program Phase, Schematic Design Phase, Design Development Phase, or the Construction Documents Phase of the Design Services Phase.

19.3 In the event of termination that is not the fault of the Design-Build Contractor, the Design-Build Contractor shall be entitled to compensation for all services performed to the termination date together with Reimbursable Expenses then due provided, however, Design-Build Contractor has delivered to Owner such statements, accounts, reports and other materials as required by Owner together with all reports, documents and other materials prepared by Project Architect prior to termination. Upon such payment, Owner shall have no further obligation to the Design-Build Contractor.

19.4 Termination of this Agreement shall not relieve Design-Build Contractor or any of its employees, subcontractors, or consultants of liability for violations of this Agreement or for any act or omission, or negligence, of Design-Build Contractor. In the event of a termination, Design-Build Contractor hereby consents to employment by Owner of a substitute Design-Build Contractor to complete the services under this Agreement, with the substitute Design-Build Contractor having all rights and privileges of the original Design-Build Contractor of the Project.

19.5 As of the date of any termination of this Agreement, Design-Build Contractor shall furnish to Owner all statements, accounts, reports and other materials as are required hereunder or as have been prepared by Design-Build Contractor in connection with Design-Build Contractor's responsibilities hereunder. Owner shall have the right to use the ideas and designs therein contained for the completion of the services described by this Agreement, and for completion of the Project, or otherwise.

19.6 If the Project is suspended or abandoned in whole or in part for

more than three (3) months, the Design-Build Contractor shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due. If the Project is resumed after being suspended for more than three (3) months, the Design-Build Contractor's compensation for Design Services shall be equitably adjusted if, in the Owner's reasonable opinion, such adjustment is warranted.

**Article 20  
INDEMNITY**

20.1 REFER TO GENERAL CONDITIONS ARTICLE 7.7.15 FOR INDEMNIFICATION.

20.2 Design-Build Contractor shall protect and indemnify the Owner from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the work performed hereunder or the use by Design-Build Contractor, or by Owner at the direction of Design-Build Contractor, of any article or material, provided that upon becoming aware of a suit or threat of suit for patent or copyright infringement, Owner shall promptly notify Design-Build Contractor and Design-Build Contractor shall be given full opportunity to negotiate a settlement. Design-Build Contractor does not warrant against infringement by reason of Owner's or Design Consultant's design of articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Owner agrees to cooperate reasonably with Design-Build Contractor and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.

20.3 The indemnities contained herein shall survive the termination of this Agreement for any reason whatsoever.

20.4 The indemnities contained herein shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by any indemnitor under workers' or workers' compensation acts, disability benefit acts or other employee benefit acts.

**Article 21  
SPECIAL WARRANTIES**

21.1 Notwithstanding anything to the contrary contained in this Agreement, Owner and Design-Build Contractor agree and acknowledge that Owner is entering into this Agreement in reliance on Design-Build Contractor's representations regarding its expertise and ability to provide Design-Build services. Design-Build Contractor covenants with Owner to use its best efforts, skill, judgment, and abilities to perform the obligations hereunder and to further the interests of Owner in accordance with Owner's requirements and procedures, in accordance with the usual and customary high standards of Design-Build Contractor's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Should Design-Build Contractor fail to comply with the standard of care required herein, Design-Build Contractor's responsibilities under this Agreement, or the applicable laws, regulations, codes, ordinances, and orders, Design-Build Contractor hereby agrees to bear the full cost of correcting Design-Build Contractor's Work and Services, those of its consultants, and those of any others who have acted in reliance thereon.

21.2 The Design-Build Contractor warrants, represents, covenants, and agrees that all of the services to be performed by the Design-Build Contractor under or pursuant to this Agreement shall be of the standard and quality which prevail among similar businesses and organizations of comparable experience, size, knowledge and skill engaged in providing similar services in major United States urban areas under the same or



**AGREEMENT  
BETWEEN HAYS COUNTY AND CONTRACTOR  
FOR  
PRECINCT 2 OFFICE BUILDING**

similar circumstances and involving a project such as the Project.

21.3 The Design-Build Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Design-Build Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Design-Build Contractor's skill and knowledge in performing the services required hereunder.

21.4 The Design-Build Contractor warrants, represents, covenants, and agrees that all persons connected with the Design-Build Contractor directly in charge of its services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.

21.5 The Design-Build Contractor warrants, represents, covenants, and agrees to furnish efficient business administration and superintendence and perform its services hereunder or pursuant to this Agreement in the best way and in the most expeditious and economical manner consistent with the interests of Owner.

21.6 Design-Build Contractor warrants, represents, covenants, and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the obligations required hereunder.

21.7 Design-Build Contractor warrants, represents, and agrees that individual executing this Agreement on behalf of Design-Build Contractor has been duly authorized to act for and bind Design-Build Contractor.

21.8 Except for the obligation of Owner to pay Design-Build Contractor certain fees, costs, and expenses pursuant to the terms of this Agreement, Owner shall have no liability to Design-Build Contractor or to anyone claiming through or under Design-Build Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Design-Build Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, employee of the Hays County or anyone claiming under Owner has or shall have any personal liability to Design-Build Contractor or to anyone claiming through or under Design-Build Contractor by reason of the execution or performance of this Agreement.

21.9 Certification of No Asbestos Containing Materials or Work:

21.9.1 The Design-Build Contractor shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.

21.9.2 The Design-Build Contractor shall provide at Substantial Completion, a notarized certification to the Owner and the Architect that no asbestos containing materials or work was provided, installed, furnished or added to the project.

21.9.3 The Design-Build Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, materialmen, subcontractors, or their assigns, comply with this requirement.

21.9.4 The Design-Build Contractor shall insure compliance with the following act – Asbestos Hazard Emergency Response Act (AHERA – 40 CFR 763-99 (7)) from all of his subcontractors and assigns as listed in item 21.9.3 above. All materials used on this project shall be certified as non Asbestos Containing Building Materials (ACBM).

21.9.4.1 Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on this project.

21.9.4.2 The Design-Build Contractor shall provide to the extent deemed necessary for compliance by the State, data sheets and/or labels as proof of compliance.

21.9.4.3 The Design-Build Contractor shall provide a notarized certification that no ACBM's were used.

**Article 22  
MISCELLANEOUS PROVISIONS**

22.1 Assignment. This Agreement is a personal service contract for the services of Design-Build Contractor, and Design-Build Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

22.2 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available for audit by the Owner or the Owner's authorized representative at mutually convenient times.

22.3 Family Code Child Support Certification. By signing this Agreement, the undersigned certifies as follows: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

22.4 Sales Tax Certification. By signing this Agreement, the undersigned certifies as follows: "Under Section 2155.004, *Texas Government Code*, the Contractor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

22.5 Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Design-Build Contractor and Owner.

22.6 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

22.7 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. Hays County, Texas shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

22.8 Waivers. No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

22.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

22.10 Records. Records of Design-Build Contractor's costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for four (4) years after final Payment or abandonment of the Project, unless Owner otherwise instructs Design-Build Contractor in writing.

22.11 Notices. All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by registered or certified U. S. mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective three (3) business days after the date of mailing. Fax



**AGREEMENT  
BETWEEN HAYS COUNTY AND CONTRACTOR  
FOR  
PRECINCT 2 OFFICE BUILDING**

notices are deemed effective the next business day after faxing.

22.12 Severability. In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

22.13 Enforcement. It is acknowledged and agreed that Design-Build Contractor's services to Owner are unique, which gives Design-Build

Contractor a peculiar value to Owner and for the loss of which Owner cannot be reasonably or adequately compensated in damages; accordingly, Design-Build Contractor acknowledges and agrees that a breach by Design-Build Contractor of the provisions hereof will cause Owner irreparable injury and damage. Design-Build Contractor, therefore, expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, but only if Owner is not in breach of this Agreement.



**AGREEMENT  
BETWEEN HAYS COUNTY AND CONTRACTOR  
FOR  
PRECINCT 2 OFFICE BUILDING**

**Article 23  
COMPENSATION**

23.1 **The Design-Build Cost Limitation (DBCL) for the project is \$2,820,000.00 for the Permanent Improvements and \$125,000.00 for the Temporary Facilities.** The total compensation payable to the Design-Build Contractor for all services, materials, labor and other work provided for the Project, including the Preconstruction Services Fee, the Construction Services Fee and the Cost of the Work cannot exceed the Design-Build Cost Limitations.

23.2 **FOR PART I PRECONSTRUCTION PHASE (BASIC) SERVICES,** Owner shall pay the Design-Build Contractor a Preconstruction Services Fee as follows:

<b>Part I Preconstruction Services Fees</b>	
Pre-Design Services Phase:	
Schematic Design Phase:	
Design Development Phase:	
<b>Subtotal</b>	<b>\$223,480.00</b>
Temporary Facilities	\$45,572.00
Permanent Improvements (FM 2770 Site)	\$87,308.00
<b>Subtotal of Fees at conclusion of GMP Commitment</b>	<b>\$356,360.00</b>
Construction Document Phase including subcontract buyout:	Included above
<b>Part I Preconstruction Services Sub-total:</b>	<b>\$356,360.00</b>

If the scope of the Project or description of the Design Services is changed materially, the compensation for Design Services shall be equitably adjusted.

23.3 **FOR PART II BASIC CONSTRUCTION SERVICES** Owner shall pay Design-Build Contractor a Construction Services Fixed Fee as follows:

<b>Part II Construction Services</b>	
Design-Build Contractor Construction and Contract Administration Phase Fee:	\$141,000.00
Design-Build Contractor General Conditions:	\$248,724.00
Design-Build Contractor Construction and Contract Administration Phase Fee for the Temporary Facilities:	(TBD)
Design-Build Contractor General Conditions for the Temporary Facilities:	(TBD)
Cost of Work	(TBD)
<b>Part II Construction and Contract Administration Services Subtotal:</b>	

23.4 **SUMMARY OF COMPENSATION**

Part I Preconstruction Services	
Part II Construction and Contract Administration Services	
Design-Build Contractor's Contingency	
<b>Design-Build Cost Limitation</b>	

**OTHER TERMS AND CONDITIONS**

23.5 **TIME OF COMPLETION.** The Construction Phase shall be deemed to commence upon the earlier of (i) the date specified in a Notice to Proceed issued by Owner after approval of the Guaranteed Maximum Price Proposal specified in such Notice to Proceed, (ii) the issuance of a purchase order by Design-Build Contractor for materials or equipment for the Project after prior written authorization by Owner, or (iii) award of a Subcontract in accordance with the requirements of this Contract after prior written authorization by Owner. The Design-Build Contractor shall substantially complete the Precinct 2 Office Building within two hundred seventy (270) Calendar Days of the Owner's Notice to Proceed for the Work. This Substantial Completion Date for the Precinct 2 Office Building is subject to

adjustment by time extensions granted by Change Order. The time set forth for completion of the work is an essential element of the Contract. In computing change order requests for delays due to inclement weather (precipitation delays) contractor shall include in his schedule the precipitation shown in the 30-year statistical record of the National Oceanic and Atmospheric Administration (NOAA) for the Hays County area. If during construction Contractor claims a weather delay, he must demonstrate to owner that his critical construction activities have been impacted by precipitation over and above the average values recorded by the National Oceanic and Atmospheric Administration in that given month.





**AGREEMENT  
BETWEEN HAYS COUNTY AND CONTRACTOR  
FOR  
PRECINCT 2 OFFICE BUILDING**

23.6 NOTICES. Notices required by this Agreement shall be sent to the following persons at the indicated locations. A party shall not change the person or the address for notices without prior written approval of the other part

<p>If to Owner:</p> <p>Judge Bert Cobb, M.D. Hays County Courthouse 111 E San Antonio Street San Marcos, TX 78666</p> <p>With copy to:</p> <p>Terry Whitman, Project Manager Broaddus &amp; Associates 1301 S. Capitol of Texas Hwy, Suite A-302 Austin, Texas 78746</p>	<p>If to Design-Build Contractor:</p> <p>With copy to:</p> <p>Terry Whitman, Project Manager Broaddus &amp; Associates 1301 S. Capitol of Texas Hwy, Suite A-302 Austin, Texas 78746</p>
--	--

23.7 EXHIBITS. The following exhibits are incorporated by reference as part of this Agreement and the Contract:

Exhibit A	Personnel Titles and Roles (to be provided by Contractor)
Exhibit B	General Conditions
Exhibit C	Supplementary General Conditions (if necessary)
Exhibit D	Guaranteed Maximum Price Submission Form (to be provided by Owner's representative at Design Development)
Exhibit E	Sub-consultants and Subcontractors List (to be provided by Contractor at buyout)
Exhibit F	Project Overall Schedule (to be provided by Contractor at Notice to Proceed)
Exhibit G	Payment and Performance Bonds
Exhibit H	Hays County Design Build Conceptual Program Budget
Exhibit I	Hays County Prevailing Wage Rates
Exhibit J	Request for Proposal (RFP) No. 2011-P10-B
Exhibit K	RFP No. 2011-P10-B Proposal by Design-Build (DB) team (Herein referred to "Proposal")

23.8 Upon execution below, the Owner authorizes the Contractor to perform **Part I Preconstruction Services** only, for the sum of three hundred fifty six thousand, three hundred and sixty dollars (\$356,360.00). Further authorization of services shall occur after execution of Guaranteed Maximum Price Proposal satisfactory to the Owner per this Contract.

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

Owner, Hays County

Design-Build Contractor

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

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

Judge Bert Cobb, M.D.  
Hays County, Texas

Notary-  
The instrument was acknowledged before me

Attest: \_\_\_\_\_

on: \_\_\_\_\_

by: \_\_\_\_\_

Hays County Clerk

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

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Expires: \_\_\_\_\_

## *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 an agreement with Expert Relocation Systems for moving services necessary to relocate the Precinct 2 offices currently located at 111 N. Front St. in Kyle, TX to 5458 FM 2770.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** March 19, 2012

**AMOUNT REQUIRED:** \$7,852.50

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 029-851-94-4841.5448

**REQUESTED BY:** Commissioner Precinct 2 Mark Jones/Mark Kennedy

**SPONSORED BY:** Commissioner Precinct 2 Mark Jones

**SUMMARY:**

(see attachment)

**DESCRIPTION OF Item:** Discussion and possible action to authorize the County Judge to execute an agreement with Expert Relocation Systems for moving services necessary to relocate the Precinct 2 offices currently located at 111 N. Front St. in Kyle, TX to 5458 FM 2770.

**PREFERRED MEETING DATE REQUESTED:** March 20, 2012

**COUNTY AUDITOR**

**AMOUNT:** \$7,852.50

**LINE ITEM NUMBER:** 029-851-94-4841.5448

**COUNTY PURCHASING GUIDELINES FOLLOWED:** Unknown

**PAYMENT TERMS ACCEPTABLE:** Yes

**COMMENTS:** Need to waive county purchasing policies if quotes were not obtained.

**Bill Herzog**

**SPECIAL COUNSEL**

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

**COMMENTS:**

**COUNTY JUDGE**

*Signature Required if Approved*

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

“Professionals Moving Professionals”

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A relocation proposal prepared expressly for:



**HAYS COUNTY**  
**GOVERNMENT**

Prepared By:

Kaleb Smith

Expert Relocation Systems, LLC

P.O. Box 201029

Austin TX 78720

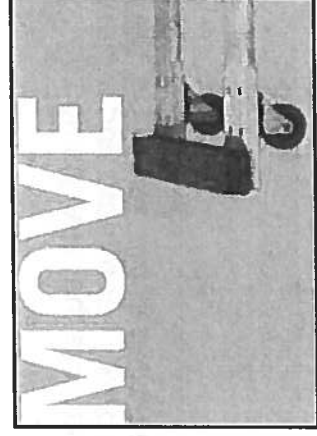
(512) 431-3875

Kaleb.Smith@ExpertRelo.com

TXDOT # 006448055C

## About Us

- **Who We Are** – Expert Relocation Systems, LLC (Expert Relo) is a commercial spinoff of an Atlas Van Lines agent which has been providing service to Austin for over 18 years. Each owner of Expert Relo resides in Austin and is highly involved in the operations of the firm. This provides us with a level of accountability to our clients not shared among our competitors.
- **What We Offer** – We are a commercial relocation firm that offers many services. We focus on the full service relocation of offices and warehouses. We also install and configure modular furniture. Running short on space? We can store your paper records or fixtures and furnishings in our climate stabilized warehouse. Lastly, our consultants can manage your entire relocation project ensuring a smooth transition into your new space.
- **Our Model** – We hold a competitive advantage that sets us apart from every other moving company in Austin. Instead of sending one salesperson to survey your space and then passing your move off to a separate and possibly uninformed operations team, we are moving consultants who personally see your project through from survey to completion. The consultant who surveys your space and prepares your bid will also lead the production team that executes your move. Although this model consumes more of our resources, we find it provides an unparalleled quality of service and sense of accountability to the client. Just ask any of our satisfied clients listed on the references page.

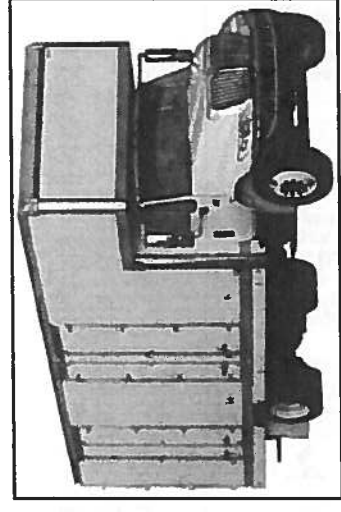
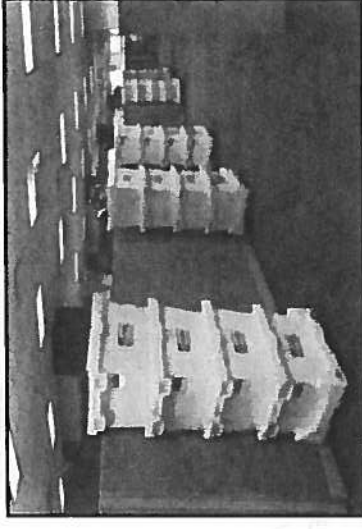


## Quality Moving is Our Business

## Expert Relocation S Y S T E M S

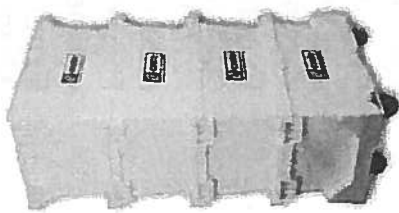
### Why choose Expert Relo?

- **Our Model** – We, through our competitive advantage (noted in the 'About Us' page), provide the best service available in Austin. I will personally coordinate and supervise your move from the beginning through completion to ensure that everything I've promised is delivered on time and as expected.
- **Commercial Only** – We only accept commercial business. This allows us to tool our operations specifically for office and industrial relocation. The equipment we utilize on our moves is designed to protect your office furniture and fixtures. The personnel we employ are trained in commercial moving best practices.
- **Insurance** – Expert Relo **exceeds** the Texas Department of Transportation requirements for a type "A" mover. We can satisfy the requirements of even the most exacting building owners and managers.
- **ZERO Claims** – To date, Expert Relo has incurred zero claims for damaged articles. We proudly tout this figure as a testament to the quality of the personnel we employ and equipment we utilize.
- **Experience** – You can feel secure that your move will be lead by experienced supervisors and carried out by experienced drivers and helpers. Our drivers average over 11 years of moving experience, and our helpers average over 4.
- **Pre-Move Meeting** – We will work directly with your staff to review best practices for packing and labeling articles. **We will provide this service at no additional charge.** A clear understanding by your staff on how to use the materials we provide for packing will help ensure a smooth move.
- **3rd Party Coordination** – We coordinate with copier vendors, IT vendors and other 3rd parties to ensure timing is properly scheduled. This also ensures that 3rd party products are properly serviced and prepared for the move.





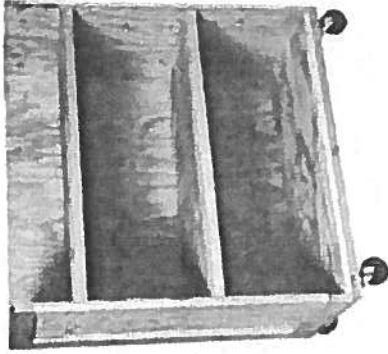
## Some of Our Equipment



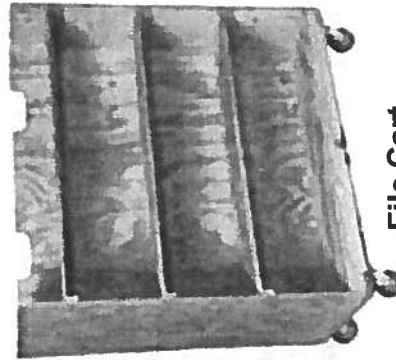
**E-crates**  
used to store personal articles, desk items and files. No tape needed, lockable to meet HIPAA standards, stackable.



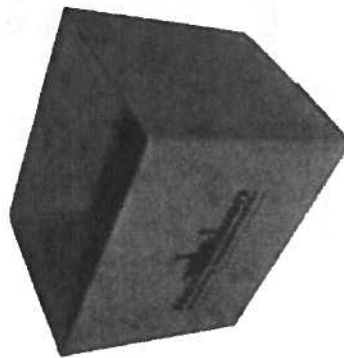
**4-Wheel Dolly**  
used for relocation of desks, credenzas, file cabinets, bookshelves, etc.



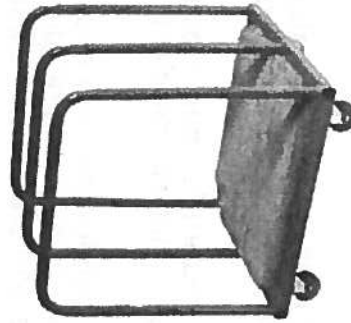
**Machine Cart**  
used for relocation of computers, monitors and related peripherals. Entire cart is stretch wrapped so nothing falls out in transit.



**File Cart**  
used for relocation of files and books. Entire cart is stretch wrapped so that nothing falls out in transit.



**Gondola**  
used for relocation of misc. items such as plants and lamps. Put a 4-wheel dolly under it and it's easily portable.



**Panel Cart**  
used for relocation of cubicle panels, desktops, pictures/marker boards and conference tables.

## Expert Relo Deliverables

The following is a summary of your needs as we currently understand them:

- The relocation will take place on April 28<sup>th</sup> and 29<sup>th</sup> 2012. This proposal outlines the relocation of contents and furniture from the offices currently at 111 N Front St Kyle TX 78640 to the new offices at Temp Location and to storage in the Hays Co Maintenance Dept.
- Expert Relo will provide assistance with the numbering or color-coding system for your move. This is a system where all articles are tagged with a corresponding room number or color. This will identify for us furniture and boxes to be relocated and where they are to be placed at destination.
- Expert Relo recommends the use of crates for the primary packing solution for the relocation. Crates reduce the number of boxes by up to 45% thereby saving on time spent packing. Also, by being plastic and reusable, they eliminate waste and produce a cleaner move. Crates are both lockable and crushproof eliminating tampering with or damage to packed items. Since crates are on wheels and stack, they can be loaded and unloaded without any heavy lifting or bending. This reduces the number of worker compensation issues for your staff. Lastly, crates are HIPAA compliant.
- Expert Relo will supply quick set containers for packing if deemed necessary. These containers fold into shape and are equipped with handles. ***They do not require tape!*** These containers are specifically designed for commercial relocations. Any containers returned unused will be credited at their purchase price.
- Expert Relo will provide the expertise required to disassemble and relocate into storage the modular furniture currently resident at origin. There, the furniture will be placed into like stacks or panels, surfaces and hardware. An optional service for provision of an inventory (asset management disassembly) which the Co can use for reconfiguration/sales purposes is included on the summary page.
- Expert Relo will provide carpentry services to disassemble and reassemble the judges stand. The cost for this is outlined on the summary page.
- Expert Relo is offering the use of gondolas both with and without inserts. Gondolas are large tri-walled boxes on wheels used to pack supply and general areas. The ones with skins (cardboard inserts) are included for the supply areas so items can remain separated. This will greatly increase the efficiency of your move and eliminate the packing of individual boxes or crates for these areas. These are also for all items that will not fit into a box or crate such as shelves, lamps etc.
- Expert Relo will provide all necessary services required by the building management. These services include, but are not limited to: protecting floors, padding elevators and providing certificates of insurance.



### Expert Relo Deliverables (cont'd)

- Our drivers and helpers are aware of the sensitive nature of all computer equipment. We will assign a select group of trained personnel to disconnect/reconnect and pack this equipment. Our methods are unique in that we utilize machine carts to move these items (see equip page). After the carts are packed, we will shrink-wrap them for added security. This is the best and safest method available for moving computer equipment. Additionally, we will provide computer bags for the cables, mouse, mouse pad and speakers to help minimize the downtime associated with the relocation of the computer equipment.
- Expert Relo will provide a pre-move meeting at **NO COST**. In this meeting, move dates and deadlines will be covered as well as packing and moving best practices. We will also educate the client on how to use certain equipment, such as machine carts, if necessary.
- Expert Relo will provide assistance implementing a door diagram for each office at destination. Each office occupant will be requested to complete this should he/she have a preference of how his/her office is set up. This diagram will reduce the number of questions and save time. Should these diagrams not be completed, Expert Relo will assume that there will be ample supervision on the part of the client to assist us with furniture placement.
- We will provide \$.60 per pound per article of basic liability coverage, at no charge, to your firm. Additional valuation coverage is available. Please ask me for more details.
- We will provide efficient claims service if applicable. In accordance with our insurance policy, all claims for loss and/or damage must be filed in writing within 30 days from the move. All items listed on the claim form must be made available to Expert Relocation Systems, LLC for inspection. Any items not made available to us for inspection will be denied.
- Building preparation: we have already noted all special precautions we need to take at both origin and destination in order to prevent any building damage that could occur while moving. Some of these precautions include: providing wall protection in main corridors, protecting wood or tile floors with masonite and affix corner protectors in high traffic areas and tight corners, etc.

### Client Deliverables

The following is a summary of your responsibilities as the client:

- All electronic equipment must be serviced and prepped by the appropriate affiliated parties prior to the move. This would include all copiers, printers, computers, postage machines etc. In fact, we recommend that the copier company service the copier before it is relocated to ensure it arrives safely. We are not responsible for internal components of machines.
- Your personnel will accomplish the packing and unpacking of the individual offices. The packing will be completed prior to the relocation time outlined in this proposal. All wood furniture must be packed. Bookshelves must be emptied with the removable shelves lying beside the unit. Please secure the bookshelf pegs within your crate or other safe area.
- Client will dismount all marker boards and artwork/posters for movement. These items should then be placed in a central area. Expert will then retrieve, pack and relocate these items.
- Servers will be disconnected by your staff with a label placed on the monitor, processor, and provided PC bag for the destination room number or area. The PC bag is to hold the keyboard, mouse, and all of the cords to each unit. By following this procedure, it ensures your IT staff will be able to bring the servers live in a timely manner.
- Floor plans of destination will be provided to Expert Relo for review before the move begins. As well, client is responsible for making sure all rooms at destination are easily identifiable with the provided door diagram completed and room number clearly marked notated.
- Any appliance requiring a water connection must be disconnected by a property management approved vendor before we can relocate it. This ensures that professional technicians will get the job done correctly and without damage to the building.
- Most lateral file cabinets have false bottoms. As a result, they are not designed to be moved while full. To minimize the possibility of damage, we require that the top drawer in a three drawer lateral file cabinet, the top two drawers in a four drawer lateral file cabinet, and the top three drawers in a five drawer lateral file be packed into a separate container. All wooden file cabinets need to be packed out completely regardless of size. Vertical file cabinets do not need to be packed but must be locked. The exception is the fire safe. We request any fire safe be completely packed out.
- All cubicle pedestals/drawers and overheads will need to be emptied prior to teardown. It is our understanding that this will be completed by your staff as part of the packing of individual offices.
- We ask that the employees move their own laptops as we cannot accept any liability for these items.

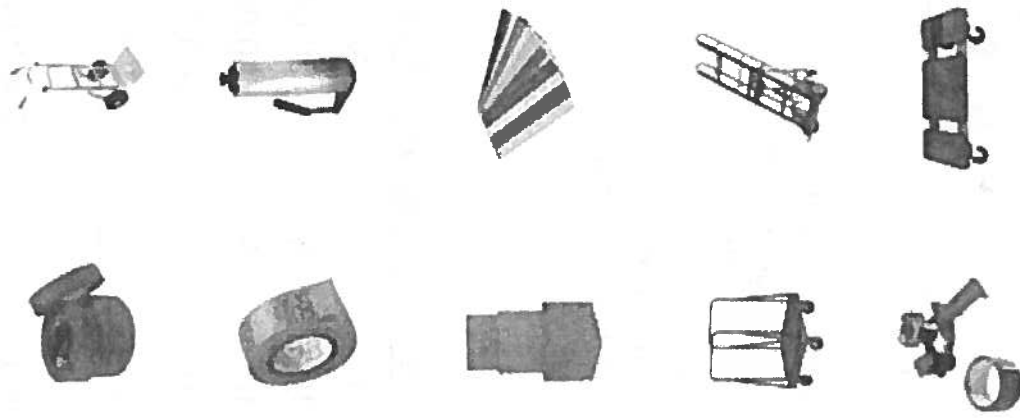
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S Y S T E M S

### Packing Materials and Equipment Pricing

Item	Quantity	Unit Price	Extended Price
Blue Wall Tape	1	\$ 8.00 per roll	\$ 8.00
Bubble Wrap	0	\$ 30.00 per roll	-
Corrugated Cardboard	0.5	\$ 30.00 per roll	15.00
Crate Dollies**	16	\$ 2.85 per dolly	45.60
Crates**	80	\$ 3.10 per crate	248.00
File/Parts Cart	0	\$ 4.00 per cart	-
Gondola	16	\$ 4.00 per gondola	64.00
Gondola Inserts	0	\$ 1.00 per insert	-
Machine Carts	7	\$ 4.00 per cart	28.00
Material Delivery	1	\$ 160.00 per delivery	160.00
Material Pick-Up	1	\$ 160.00 per pick-up	160.00
Office Moving Labels	2	\$ 12.50 per roll	25.00
Packing Paper	20	\$ 1.25 per pound	25.00
Packing Tape	6	\$ 2.25 per roll	13.50
Panel Carts	12	\$ 4.00 per cart	48.00
PC/Phone Bags	16	\$ 2.15 per bag	34.40
Picture Packs	0	\$ 12.95 per pack	-
Quickset Cartons	10	\$ 2.20 per carton	22.00
Shrink Wrap	3	\$ 15.00 per roll	45.00
Tri-Walled Boxes	0	\$ 4.95 per box	-
<b>Total Estimated Material Price</b>			<b>\$ 941.50</b>

\*\*Rates based on 2 week rental



## Labor and Trucks Pricing

**4.28.12 – Temp Destination Move Team** — this team is responsible for relocation of items required in the temp office space. They will leave storage items behind anything meant for storage (which will be moved the next day). They will be delivering move day equipment and materials, laying building protection, prepping all furniture for movement, disconnecting computers, loading PC carts and gondolas, loading 4 trucks, delivering 4 trucks, setting all contents and furniture, removing move day equipment and materials and generally executing the move as a whole. The figures below include all warehouse and travel time.

Unit	Quantity	@	Unit Price	Hours	Extended Price
Supervisor	1	@	\$ 32.00 per hour	10	\$ 320.00
Driver	4	@	\$ 28.00 per hour	10	\$ 1,120.00
Helper	3	@	\$ 26.00 per hour	10	\$ 780.00
Bobtail 24' with Hydraulic Lift	4	@	\$ 30.00 per hour	10	\$ 1,200.00
Transport Van	0	@	\$ 22.00 per hour	0	\$ -
<b>Total Estimated Labor and Trucks Price</b>					<b>\$ 3,420.00</b>

### Labor and Trucks Pricing

**4.29.12 – Storage Move Team** — this team is responsible for relocating items meant for storage, including the modular furniture. This team will stage modular by like panel, surface and hardware. An optional asset-managed disassembly service is included on the summary page. This service would provide a detailed inventory of modular parts to the client for use when reconfiguring or for sales purposes. The figures below include all warehouse and travel time.

Unit	Quantity	Unit Price	Hours	Extended Price
Supervisor	1	\$ 32.00 per hour	7	\$ 224.00
Driver	3	\$ 28.00 per hour	7	\$ 588.00
Helper	3	\$ 26.00 per hour	7	\$ 546.00
Bobtail 24' with Hydraulic Lift	3	\$ 30.00 per hour	7	\$ 630.00
Transport Van	0	\$ 22.00 per hour	0	\$ -
<b>Total Estimated Labor and Trucks Price</b>				<b>\$ 1,988.00</b>

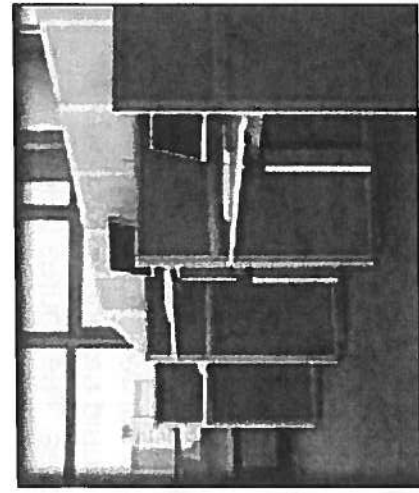
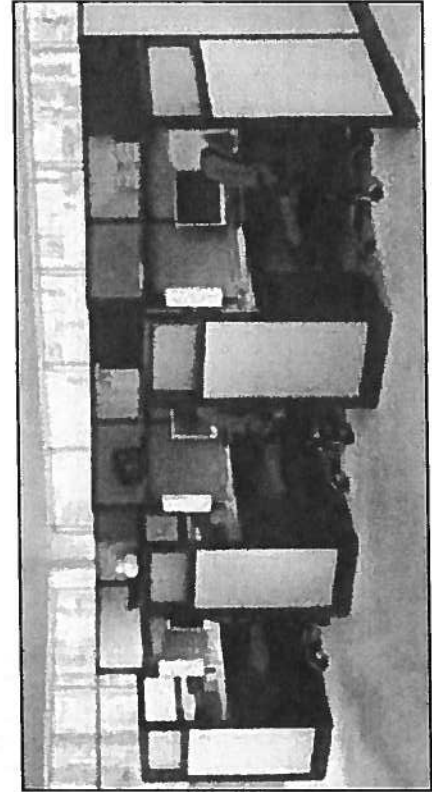
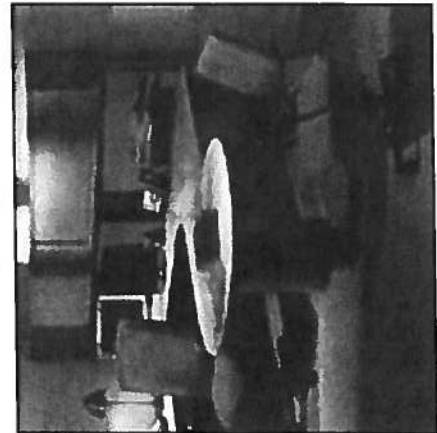
## Quality Moving is Our Business

## Expert Relocation SYSTEMS

### Installation/Reconfiguration Pricing

Cubicle Disassembly Team – 4.28.12 — this team is responsible for professionally disassembling the 9 stations (and 1 wall) of HM modular furniture and staging for the move team. This does not include any electrical services.

Service	Quantity	@	Unit Price	Extended Price
Cubicle Installation	0	@	\$ 125.00 per cube	\$ -
Cubicle Disassembly	9	@	\$ 85.00 per cube	\$ 765.00
<b>Total Installation/Reconfig Price</b>				<b>\$ 765.00</b>



**Summary Page**

**Total Project Pricing Summary**

Packing Materials Pricing	\$	941.50
Temp Destination Team	\$	3,420.00
Storage Team	\$	1,988.00
Cubicle Disassembly	\$	765.00
Asset Managed Disassembly (optional)	\$	1,240.00
Fuel Surcharge	\$	350.00
Carpentry Services	\$	388.00
Valuation Coverage (\$.60 per lb per article)	\$	-

**Total \$ 7,852.50**  
**Total with Option \$ 9,092.50**

**Acceptance Page**

**LETTER OF ACCEPTANCE**

This letter confirms the agreement between Hays County and Expert Relocation Systems, LLC to perform the services as outlined in this estimate dated 2.16.12. This document acknowledges that Hays County understands the service deliverables as outlined above.

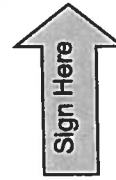
This is a binding proposal. Rates will not increase regardless of actual time spent moving. This proposal is based on the information gathered at the walkthrough of the origin address as defined in this proposal on 2.9.11. Additional services outside of this scope will result in additional charges.

Hays County is responsible for returning all equipment rented and is liable for the replacement of the equipment if not returned.

All charges are due upon completion of the move COD payable to Expert Relocation Systems, LLC by cash or check unless prior arrangements are made with our office.

Insurance/Liability: \$.60 per pound per article moved valuation coverage is included in this proposal at no cost.

**Hays County** agrees to these terms and agrees to pay in full upon completion of the move. Please sign this "Letter of Acceptance" and return it to me.



\_\_\_\_\_  
Hays County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kaleb Smith  
Expert Relocation Systems, LLC

\_\_\_\_\_  
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 a purchase agreement through the BuyBoard contract for the procurement of temporary office space to be utilized during the construction of a permanent building in Precinct 2.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** March 19, 2012

**AMOUNT REQUIRED:** \$2537/month plus additional charges for options TBD

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 029-851-94-484.5611\_700

**REQUESTED BY:** Commissioner Precinct 2 Mark Jones/Mark Kennedy

**SPONSORED BY:** Commissioner Precinct 2 Mark Jones

**SUMMARY:** The offices in Precinct 2 will be moving to the new property at 5458 FM 2770. This office space to be purchased will be used until the permanent facility is complete. The City of Kyle needs the current space that the Precinct 2 offices occupy at 111 N. Front St. in Kyle, TX for the Police Department.

**DESCRIPTION OF Item:** Discussion and possible action to authorize the County Judge to execute a purchase agreement through the BuyBoard contract for the procurement of temporary office space to be utilized during the construction of a permanent building in Precinct 2.

**PREFERRED MEETING DATE REQUESTED:** March 20, 2012

**COUNTY AUDITOR**

**AMOUNT:** \$2537/month plus additional charges for options TBD

**LINE ITEM NUMBER:** 029-851-94-484.5611\_700

**COUNTY PURCHASING GUIDELINES FOLLOWED:** Yes - State contract

**PAYMENT TERMS ACCEPTABLE:** Yes

**COMMENTS:**

**Bill Herzog**

**SPECIAL COUNSEL**

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

**COMMENTS:**

**COUNTY JUDGE**

*Signature Required if Approved*

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



March 5, 2012

# **Modular Office Building Proposal Hays County Pct. 2 Project 72 x 56 Modular Office Kyle, TX**

**Submitted to:**

**Broadus and Associates**

**Submitted by:**

Charles Vettters

**ModSpace**

Territory Representative, Fleet Solutions

T 512-990-7942

F 512-990-2086

C 512-750-4074

E [charles.vettters@modspace.com](mailto:charles.vettters@modspace.com)

[www.modspace.com](http://www.modspace.com)

16200 Central Commerce Drive

Pflugerville, TX 78660

Modular Space Corporation

The information contained herein is the property of ModSpace and cannot be copied and/or reproduced without prior written consent of ModSpace.

Re: Modular Office Building Proposal  
Hays County Pct. 2 Project  
72 x 56 Modular Office  
Kyle, TX

Terry Whitman  
Broadus & Associates

Dear Mr. Whitman,

Modular Space Corporation (ModSpace), the nation's leading supplier of modular facilities is pleased to present this proposal for your consideration. Included in the proposal are:

- 1.0 ModSpace Executive Summary
- 2.0 ModSpace Company Profile
- 3.0 Project Description
- 4.0 Scope of Work & Technical Clarifications
- 5.0 Floor Plan
- 6.0 Building Specifications
- 7.0 Delineation of Responsibilities
- 8.0 Schedule
- 9.0 Contractual Clarifications
- 10.0 Proposal Sale Pricing Summary
- 11.0 Approval and Acceptance of Terms

ModSpace looks forward to working with you on this project. As a leader in the commercial modular industry, ModSpace is confident that we can exceed your expectations. Do not hesitate to call or email me should you have any questions or comments.

Sincerely,  
Charles Veters  
Territory Sales Manager



## 1.0 ModSpace Executive Summary

Modular Space Corporation (ModSpace) was created in April 2007 when Resun Corporation purchased General Electric Capital Corporation's (GE) North American modular space business.

The combination creates one of the largest modular building providers in North America, joining two leading, national players with highly complementary businesses. Resun had a strong presence in education markets and complex modular building applications, while the acquired business had deep product knowledge in construction markets and strong national account sales. The combined company is well-positioned to serve the diverse and growing needs of its clients.

The combined business will provide an outstanding offering through its unmatched depth and breadth of products, full service capabilities and support, nationwide reach, optimal geographic distribution and highly efficient sourcing. We are excited about the opportunity to join two great teams with deep knowledge and experience in the industry to further grow and build the business.

The purchase is being sponsored by ModSpace's shareholders, including Calera Capital, ABS Capital and management. The combination brings together people, capabilities and capital to provide industry-leading products and services.

## 2.0 ModSpace Company Profile

Modular Space Corporation (ModSpace) is the largest global supplier of permanent modular construction and temporary mobile and modular space. Headquartered in Berwyn, PA, ModSpace is currently approaching its 40<sup>th</sup> year of business. Our extensive office network includes over 80 sales and service offices that span the United States and Canada.

ModSpace has completed major modular building projects and related services for many prestigious clients including ExxonMobil, the United States Coast Guard, Fluor, Toyota, Lennar Homes and the Houston Independent School District. We combine a wealth of major project management expertise with a project management process designed to exceed the expectations of the most demanding clients. We have a documented project process that provides guidelines and requirements for all phases of a project. A satisfied client is our primary objective. More information is available at [www.modspace.com](http://www.modspace.com).

## 3.0 Project Description

Hays County requires a temporary office/courthouse facility while a permanent facility is being built. The temporary courthouse project must be ready in May 2012.

The building must provide space for:

- Courtroom
- Teller and associated space for the public
- Several offices for officials

The structure and associated service proposed here provide a professional and functional space for Hays County, and can be completed in the time required.



## 4.0 Scope of Work

### General Conditions

*ModSpace to provide the following items:*

- State certification for the applicable state modular building program
- All permits necessary for the delivery of the modular building
- Site inspection in coordination with Customer
- Project schedule in coordination with Customer
- Project management – does not include full-time on-site supervision

*Customer to provide the following items:*

- Building permit fees (if required)
- Electrical permits
- Certificate of Occupancy fee (if required)
- Plumbing permits
- Application, permitting and compliance for Texas Accessibility Standards (TAS) state approval process
- Any and all other permits or impact fees required
- Site cleanup for ModSpace trash and debris only
- Dumpsters
- Portable restrooms
- Temporary power, security fence, heat and lighting (if required)

*The following items are not included in the proposal:*

- Bid Bond
- Payment & Performance Bonds
- Sales tax
- On-Site construction office including phone, fax or copier

### Design and Engineering

*ModSpace to provide the following items:*

- ModSpace generated Modular building Conceptual floor plans to meet customer specific requirements
- Modular building engineering (TDLR certification) – Design and engineering is limited to existing manufacturers drawing as it relates to the stock modular building only.
- Any additional requirements or directives by local inspectors and/or other agencies shall be the responsibility of Customer and Customer shall be responsible for providing such information to ModSpace.
- Foundation Blocking Plan (if required)

*Customer to provide the following items:*

- Site plan
- Foundation engineering and drawings (if required)
- A site specific engineered blocking and anchor plan.
- Civil engineering and drawings (if required)
- Site plan topographical engineering and drawings (if required)
- Site utility engineering and drawings (if required)
- Storm water erosion and control plan (if required)
- Surveying (if required)
- Location of building benchmark
- Soil testing (if required)
- Any other engineering, drawings and/or tests (if required)
- Any additional directives or requirements by local inspectors and/or other agencies.

*The following items are not included in the proposal:*

- Third party approval, in accordance with the applicable state industrialized building codes by a licensed professional engineer other than what is provided on standard ModSpace E-Plex manufacturer's drawings and approvals.



### **Modular Building**

*ModSpace to provide the following items:*

- Modular building – see Building Specifications
- Modifications to Stock building to the customer approved plan

*Customer to provide the following items:*

- Window coverings (if required)
- Furniture
- Final building keying (if required)

### **Building Installation**

*ModSpace to provide the following items:*

- Transportation of the modular building to the project site.
- Placement of modular building to be accomplished by truck
- Install modular building in accordance with standard ModSpace modular installation procedures as defined in this proposal.
- Strip shipping materials and manufacturer's supports from modular building

*Customer to provide the following items:*

- Level foundation/pad +/- 6" provided by others.

*The following items are not included in the proposal:*

- Shuttling modular building from staging area to project site is not possible and not included

### **Decks, Steps and Ramps**

*ModSpace to provide the following item*

- Decks and walkway and ramps are to be constructed of PT wood to the configurations shown in the customer approved plan
- Steps are standard ADA at secondary exits only.

*Customer to provide the following items:*

- Application, permitting and compliance for Texas Accessibility Standards (TAS) state approval process (if required)

### **Site Services**

*ModSpace to provide the following items:*

- Electrical connection of building sub-panels to MDP ready for connection to suitable electrical service
- Water and Sewer Manifolds ready for connection to suitable utility service
- Site cleaning of ModSpace trash and debris only.

*Customer to provide the following items:*

- Suitable and acceptable access to the site for the module size to be delivered.
- Parking control and site security.
- A project site that is clear of all other trades and excavations/ditches caused by those trades until such time that the modular building is installed and anchored.
- Mark all underground obstructions, if any, within the proposed modular building envelope/work area to be located and marked above grade.
- Removal of obstructions (if required) at or below grade
- Site fill and compact (if required)
- Site grading (if required) – site grading shall allow water to run off away from modular building. Ensure proper grading is maintained while modular building is on-site to ensure that water is not present under the modular building.
- Site restoration (if required)
- Paving, curbing and striping (if required)
- Building and site signage (if required)
- Storm water management (if required)
- Landscaping (if required)
- Site light poles and lighting (if required)
- Concrete and/or asphalt walks

### **Electrical**

*ModSpace to provide the following items:*

- Building electrical equipment-See Building Specifications.





- Electrical interconnections for power and lighting between modules interior.
- Empty junction boxes (j-boxes) to be provided for installation of phone, data, fire alarm, security, public address and/or clock systems.
- Subpanel electrical manifold from each sub panel to the main distribution panel with required grounding.

*Customer shall provide the following items:*

- Final electrical connections MDP to Electrical service
- Electrical service and transformer
- Fire alarm system (see Additional Options)
- Phone and data systems cabling only (see Additional Options)
- CATV Cabling (see Additional Options)
- Phone and data systems equipment
- Public address system (see Additional Options)
- Security system (if required)
- Clock system (if required)

#### **Plumbing**

*ModSpace to provide the following items:*

- Building plumbing equipment-see Building Specifications.
- Plumbing manifold, interconnections and connections to all plumbing fixtures within the modular building and route the manifold to the buildings edge for final connections by others.

*Customer to provide the following items:*

- Plumbing service – utility, plumbing, water and waste service
- Back flow preventer (if required).
- Testing and sterilization (if required).

#### **Mechanical**

*ModSpace to provide the following items:*

- HVAC system – see Building Specifications.
- HVAC testing – functional testing only completed at MS yard.

*Customer to provide the following items:*

- Sprinkler system and fire suppression system (if required)
- HVAC balancing (if required)
- Manifold HVAC condensate to a single point and connecting to sewer manifold

#### **Additional Technical Clarifications**

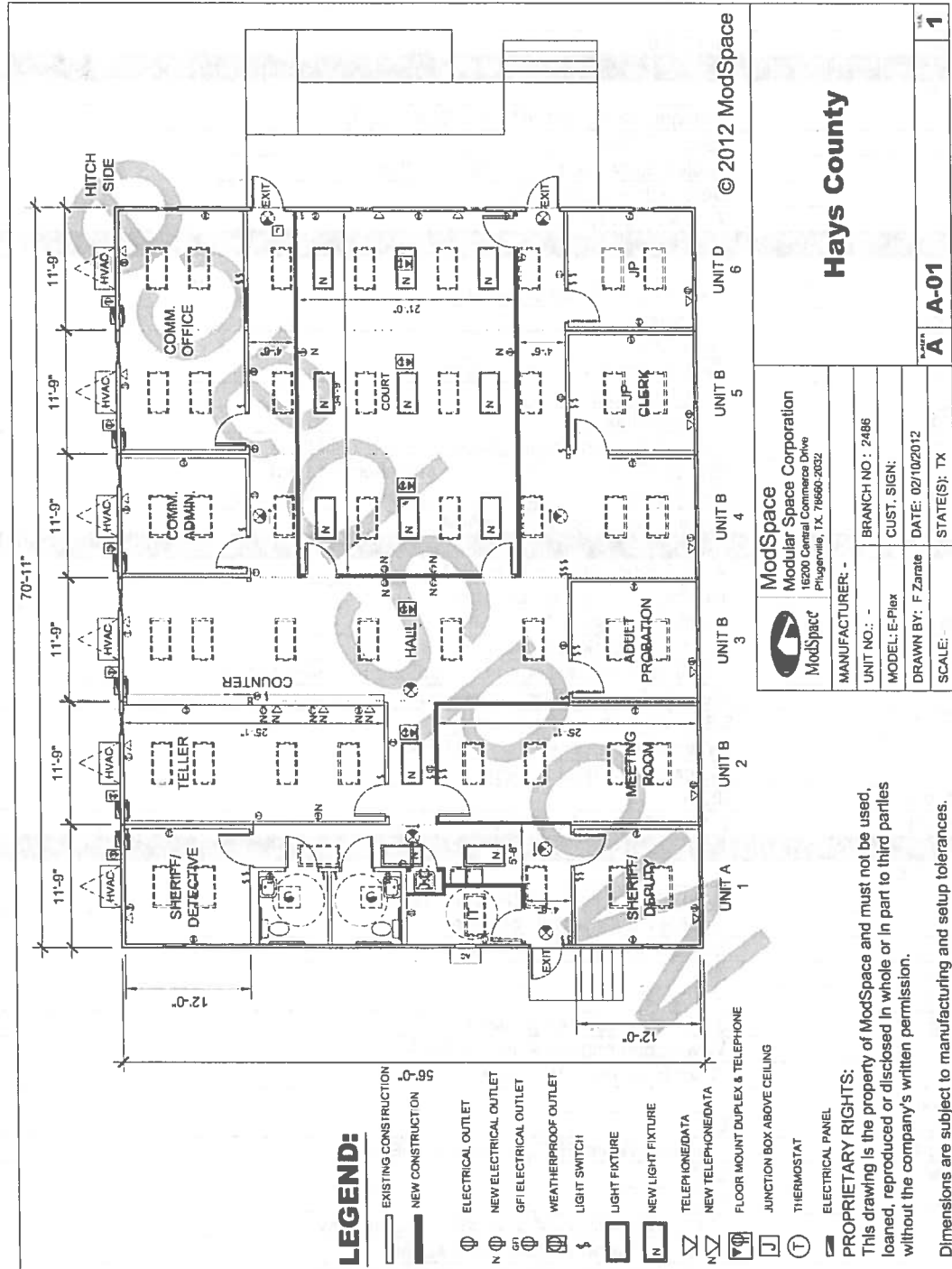
- Only those items specifically shown in this proposal are included in this proposal. Any items not specifically shown in this proposal are excluded.
- The pricing provided in this proposal is based upon the use of non-union labor at non-prevailing wage.
- All dimensions provided are nominal unless otherwise noted.
- ModSpace reserves the right to substitute materials that are equal to or better than that specified.
- For the purpose of inspection and acceptance, Customer shall inspect and accept the modular building within 48 hours following substantial completion at the project site, at which time the Customer shall provide ModSpace with notice of defects and other proper objections to the facility.
- ModSpace assumes the minimum required distance from any and all assumed and/or common property lines, all structures on-site and/or all proposed structures on-site. The proposed modular building does not include interior, exterior and/or corridor fire rate assemblies.
- ModSpace is not responsible for any and all subsurface and/or pre-existing environmental conditions, to include hazardous substances as defined under any environmental law, rule or regulation, discovered in, on or about the project site. All obligations and responsibilities related to such subsurface and/or pre-existing environmental conditions of or at the project site shall be the sole responsibility of the Customer. ModSpace shall be entitled to an appropriate extension of time necessary for the Customer to fulfill its obligations related to such subsurface and/or environmental matters, and compensable damages. Delivery of the modular building described in this Proposal is subject to delays in manufacturing or delivery due to fire, flood, wind storm, riot, civil disobedience, strike, failure to secure materials from the usual source of supply, Acts of God or any other circumstances beyond ModSpace's control which shall prevent the manufacturing of equipment or the making of deliveries in the normal course of business.







# 1.0 Floor Plan: Note- Floor plan is for proposal purposes only and is subject to change.





# ModSpace

## 6.0 Building Specifications

### E-PLEX - VARIABLE UNIT COMPLEX - General Construction Specifications

Bldg. Size:	12 x 56 ea.
Total Sq. Ft.:	658 ea.
No. of Modules	6
Building Code	IBC 2006
<b>FRAME CONSTRUCTION:</b>	
Frame Type 1:	
Type:	Outrigger and cross-member @ 96 in O.C.
Beam Size:	12 in. JR-I beam
Axles:	Triple 6000# rated with (I) brake 92) tag
Hitch:	Detachable under-slung
Tires:	7 x 14.5 I ply rated
<b>FLOOR CONSTRUCTION:</b>	
Floor Type 1:	
Floor Joist:	2 x 6 #2 SYP equal or better
Framing Type:	Transverse
Joist Spacing:	16 in. O.C.
Floor Decking:	Single layer 5/8 in. sturd-1-floor
Insulation:	R-11 fiberglass batt
Bottom Board:	040 Mobilflex
Covering Type 1:	( ) sf. 1/8 in. commercial grade tile – 4 ½ hold back
Color to be	#51899 "Cool white" 50% offset and checkerboard
Covering Type 2:	( ) sf. Commercial grade carpet – enclosed offices only
	Color to be #35550 "Chinchilla"
<b>EXTERIOR WALL CONSTRUCTION:</b>	
Studs:	2 x 4 2 SYP or better I6 in. O.C.
Top Plate:	Double 2 x 4 #2 SYP or better
Bottom Plate	Single 2 x 4 @2 SYP or better
Insulation:	R-11 Kraft back fiberglass batts
Siding Type 1:	LP Smart Panel siding (grooves 8" o.c.) – nailed @4" o.c.
	Color to be "Driftwood"/"Ironwood"
Wall Covering 1:	3/8 in. vinyl covered gypsum
	W/wrapped battens – no hold back
	Color to be Hampton Gray
Covering Length:	206 ft.
Covering Height:	9' 10 5/8" tapered to 9' 3-5/8"
<b>INTERIOR WALL CONSTRUCTION:</b>	
Wall Framing Type 1:	
Studs:	2 x 4 #2 SYP equal or better @ 16" o.c.
Top Plate:	Double 2 x 4 # 2 SYP or better
Bottom Plate:	Single 2 x 4 #2 SYP or better
Overall Length:	150 ft.
Overall Height:	7' 10-1/2"
Wall Covering 1:	3/8 in. vinyl covered gypsum
	W/wrapped battens – no hold back
	Color to be Hampton Gray
Covering Length:	300 ft.
Covering Height:	8 ft.
Wall Covering 2:	Standard White FRP panels over 3/8" cdx
Covering Length:	50 ft.
Covering Height:	4 ft.
Base Trim 1:	(1113.2) if. 4 in. vinyl cove #98 London Gray
	Doors and widows #337 color #2050
	Vinyl wrapped battens top trim where needed
SUPPORT COLUMNS:	(4) 3-stud vinyl wrapped columns – module "B" & "C" only

**ROOF CONSTRUCTION:**

Design Load: 20 p.s.f. live load

**Roof Type 1:**

Rafter: Solid rafter w/Simpson H-4 @ 24" o.c. – rafter to mate-beam

Rafter Size: 2 x 6 #2 SYP equal or better

Spacing: 24 in O.C.

**MATE BEAM CONSTRUCTION**

Beam Type 1: Multi-layer laminated plywood taper 17" to 24" to 17" – Group 1

No. Layers: 4

Beam Hgt.: 24 IN.

Ceiling 1: (20 16) sf. 2'x4' Fiberglass T-grid panels

Insulation: R-19 fiberglass batt w/netting

Sheathing: 7/16" Blazeguard (FR-C) – all edges blocked

Sheathing to be fastened with 8d nails 6 in. o.c. @ edges

And field. See RF – 16 of 1B1 State Manual.

Roofing: 45-mil Black single ply membrane adhered to FR-C board

w/Mule hide acrylic water based adhesive

@ 100 sq. ft. per gallon

**ADDITIONAL ROOF ITEMS INCLUDED IN QUOTED PRICE:**

Item (1): T-Grid is fiberglass type – installed at the factory

Item (2): end walls to have a 6 inch overhang

Item (3): 3" hole bored thru mate-beam 60" from each end

**EXTERIOR DOORS:**

Door Type 1: (1) 36 in. x 80 in. MD-300 steel door w/alum. Jamb

(one per outside unit) paint "Driftwood"

10 in. x 10" window

Hydraulic closer w/six bolts

Dead Bolt

Lever passage hardware

Note: Framed opening for future door unit "B"

**INTERIOR DOORS:**

Door Type 1: 36 in. x 80 in Six Panel painted masonite w/painted wood jamb

Lever passage – privacy @ restrooms

Door and jambs painted "IBI Gray"

See Floor Plan for Quantities required

**ADDITIONAL INTERIOR DOOR ITEMS:**

Item (1): Floor mount doorstops to be provided for all interior doors

**WINDOWS:**

Window Type 1: Bronze finish vertical slider

Single glazed – clear glass

24 in. x 52 in.

see floor plan for quantities required

**ELECTRICAL:**

Service: 120/230 V. 60 Hz. Single phase

Panel Type 1: 100 amp 1 PH w/main breaker (w/GE breakers)

Exterior Mount Nema 3\$

Service Entrance: E.M.T. conduit thru floor

Raceway: E.M.T. thin wall conduit w/green ground

Light 1: 48 in. 3-tube diffused fluorescent recessed lay-in

W/T-8 lamps and electronic ballast

Light 2: 13 w fluorescent exterior w/photo cell – one per exterior door

Recep Type 1: 20a/125v Duplex

Recep type 2: 125v GFCI protected

Recep Type 3: 20a heat tape receptacle

Recep Type 4: 125v GFCI protected weatherproof w/in-use cover

Recep Type 5: 20a Duplex floor receptacle w/phone jacks

Phone/communication jacks: Stubbed above t-grid with ¾ in EMT conduit



Powered J-Box:	In ceiling for future exit lights or recaps
See Floor plans for quantity and location required	
<b>PLUMBING:</b>	
Supply;	Copper Type "L" Hard
D.W.V. System:	Poly vinyl chloride Schedule 40
Handi-guard	on all exposed pipes
Water Closet 1:	() handicapped tank type
Lavatory 1:	() white vitreous wall hung with ADA lever handles
Water Htr. 1:	() insta-hot "EEMAX"-35
Paper Holder:	() Chrome single roll wall mount
Grab Bars:	() sets
Mirrors:	() 18 in. x 3 in. with clips
<b>HVAC:</b>	
HVAC Type 1:	
End Mount:	36v 3 ton cooling
	With 10-kw electric heat strip
Exhaust Fan 1:	() 100 cfm ceiling mounted light combo – unit "A" only
Heat Duct 1:	18 in. x 9 in. x 120 ft. w/4' galvanized starter duct SB-2
Type:	1-1/2" foil faced fiberglass
Diffusers:	24 in. x 24 in. 4-way lay-in
R/A Grilles:	24 in. x 24 in. perforated lay-in return diffusers w/12" flex
Additional HVAC items included in quoted price:	
Item (1):	Return air is via wall jumps at interior walls
Item (2):	Programmable T-stat per 20003 IECC
See floor plans for quantities required	
<b>CABINETS:</b>	
None	
<b>STATE LABELS:</b>	
Third party plan review and state IBC certification to be included	
<b>ADDITIONAL LABEL ITEMS INCLUDED IN QUOTED PRICE:</b>	
Item (1):	coded for TX, LA and OK
<b>SKIRTING:</b>	
LP Siding 32" Maximum Height	
<b>BLACK POLY CLOSE-UP</b>	

## 7.0 Delineation of Responsibilities

TASKS	DELINEATION OF RESPONSIBILITIES			
	Customer	ModSpace	NIC	Notes
General Conditions				
State Building Approval/Certification		X		Stock Units from Fleet, Manufacturers existing TDLR-IHB Insignia provided only
Building Permits	X			
TAS Application & Inspection	X			
Electrical Permits	X		X	
Plumbing Permits	X		X	
Certificate of Occupancy	X			
Transportation Permits		X		
Site Inspection	X	X		
Project Schedule	X	X		Mutually agreed to
Insurance during Installation		X		
Temporary Security Fence	X		X	
Temporary Power	X		X	
Temporary Heat	X			
Temporary Lighting	X			
Dumpsters	X			
Site Cleanup			X	
Tax	X			
Bid Bond			X	
Payment & Performance Bond			X	



Portable Restrooms during Installation			X	
Construction Office			X	
Project Management		X		Supervision- Delivery, Installation (part time)
<b>Design &amp; Engineering</b>	<b>Customer</b>	<b>ModSpace</b>	<b>NIC</b>	<b>Notes</b>
Modular Building Engineering		X		ModSpace generated Modular building Conceptual floor plans to meet customer specific requirements
Building Drawings (manufacturing)		X		Modular building engineering (TDLR certification) – Design and engineering is limited to existing manufacturers drawing as it relates to the stock modular building only
Building Drawings (modifications)		X	X	Modifications to stock units will be depicted on ModSpace generated Conceptual floor plans to meet customer specific requirements
Foundation Engineering/Drawings	X		X	
Foundation Calculations	X		X	
Blocking/Anchor Plan		X		Standard Blocking plan will be provided
Civil Engineering/Drawings	X		X	
Site Plan Engineering/Drawings	X		X	
Site Utility Engineering/Drawings	X		X	
Storm Water Erosion and Control Plan	X		X	
Surveying	X		X	
Locate Building Benchmark	X		X	
Soil Testing	X		X	
<b>Modular Building</b>	<b>Customer</b>	<b>ModSpace</b>	<b>NIC</b>	<b>Notes</b>
Building Manufacturing		X		
Window Coverings			X	
Gutters & Downspouts			X	
Furniture	X		X	
Final Building Keying	X		X	
<b>Building Installation</b>	<b>Customer</b>	<b>ModSpace</b>	<b>NIC</b>	<b>Notes</b>
Building Transport to Site		X		
Set per Scope of Work		X		Truck Set
Block Modular Units		X		36 in Maximum Finish Floor height
Anchor Modular Units		X		
Level Modular Units		X		
Skirt Modular Units		X		See Additional Items
<b>Decks, Steps and Ramps</b>	<b>Customer</b>	<b>ModSpace</b>	<b>NIC</b>	<b>Notes</b>
Handicap Ramp, Steps/Platform scope of work is for material and labor to construct treated wood decks, ADA ramp and stairs. Ramp and stairs to have metal ADA handrail and stairs and ramp to have a Valspar Skid-Not paint applied. Main deck 14 x 8 = 112 sq. ft. Second deck 8 x 25 = 200 5x6 stairs = 30 5 x 36 ft. of ramp= 180 6 x10 switchback deck= 60 Rear deck 5 x 5 with 5 x 5 stairs = 30 Total of 612 sq. ft.		X		See Additional Items
Canopies	X		X	
Footings	X		X	Compacted building pad base by others
<b>Site Services</b>	<b>Customer</b>	<b>ModSpace</b>	<b>NIC</b>	<b>Notes</b>
Site Cleaning		X		ModSpace trash only
Site Demolition	X		X	
Site Fill, Compact and Grade	X		X	
Paving, Curbing, Striping	X		X	If required
Landscaping	X		X	If required
Site Light Poles & Lighting	X		X	If required
Foundation Footings			X	
Foundation			X	
Modular Building Foundation			X	
Concrete/Asphalt Walks	X		X	If required
<b>Electrical</b>	<b>Customer</b>	<b>ModSpace</b>	<b>NIC</b>	<b>Notes</b>



Building Electrical Equipment		X		Sub panels, switches and outlets
Electrical Service	X		X	
Electrical Connections Wiring 6 Unit complex - (1) 400 amp 208/120 volt 3 phase main service - (1) 120/208 3 phase MDP N3R 400 amp with main - (6) 100 amp sub-feeds - (1) Grounding System - (1) Rack for MDP - Per Diem - (6) 100 amp 2 pole breakers for MDP		X		
Electrical Interconnections		X		Between modules interior
Fire Alarms includes design, labor, material, permits and fees necessary to install a Silent Knight fire alarm system at the project location indicated above. Fantastic Systems shall install one smoke detector, three pull stations, nine horn strobes, one weatherproof horn strobe and six strobes. This service shall be performed according to the International Fire Code, NFPA 70, NFPA 72 and the City of Austin Fire Department minimum codes and standards, complete an acceptance test with the City of Austin Fire Department to ensure proper functionality.		X		See Alternate Items
Phone Equipment and System	X			If required
Data/Internet	X			If required
Data Cabling includes design, labor and material necessary to install the horizontal data and voice cabling system at the project location indicated above. This price includes all labor and material necessary to install wall mounted data and voice structured cabling stations that contain one faceplate, one telephone jack and one data jack or floor mounted voice structured cabling stations that contain one faceplate and one telephone jack. The cabling stations shall be located according to the locations indicated on provided plan A-01. All wiring shall be CAT5e. All wiring shall be supported by J-Hooks. All data circuits shall be terminated on a rack mounted twenty-four point patch panel in the communications room of the specified building. All telephone circuits shall be mounted on a 110 style punch block in the communication room of the specified building. This price is for a total of twenty-three voice circuits and eighteen data circuits in this building.		X		See Alternates Items
Security System	X			If required
CATV CABLING includes design, labor and material necessary to install the CATV wiring and user connection points at the project location indicated above. Fantastic Systems shall install a total of three wall mounted single gang F-connector user plates and associated RG-6 wiring. All CATV signal equipment, conduit, back boxes, concrete coring, mass notification equipment, voice circuits, data circuits, interfacing with other systems, video signal equipment, final terminations at video signal supply equipment, testing and taxes have been excluded from the pricing indicated on this document.		X		See Alternates Items



PA System includes labor and material necessary to install the public address system at the specified location. Fantastic Systems shall install one headend control, eighteen ceiling mounted speakers, eighteen ceiling mounted speaker back boxes, eighteen speaker ceiling tile bridges and all required wiring and hangers as indicated on the provided drawings. This system shall be accessible through the telephone system provided by others. This service shall be performed according to NFPA minimum codes and standards, complete an acceptance test to ensure proper functionality.		X		See Alternates Items
<b>Plumbing</b>	<b>Customer</b>	<b>ModSpace</b>	<b>NIC</b>	<b>Notes</b>
Building Plumbing Equipment		X		Interior of building only
Plumbing Service	X		X	
Plumbing Connections		X		See Additional Items
Plumbing Interconnections		X		See Additional Items
Back Flow Preventer	X		X	
Test and Sterilize	X		X	
<b>Mechanical</b>	<b>Customer</b>	<b>ModSpace</b>	<b>NIC</b>	<b>Notes</b>
HVAC System/Equipment		X		
HVAC Balancing	X			
HVAC Testing		X		Functional testing only
Sprinkler System	X			If required

## 8.0 Schedule

**The Project schedule to be negotiated and agreed to upon award.**

## 9.0 Contractual Clarifications

### TM TO COMPLETE

1. ModSpace's proposal is a proposal only and does not represent a firm offer and/or contractual agreement. Any contractual undertaking resulting from this proposal must be approved in writing by an authorized representative of ModSpace in order to be valid.
2. ModSpace's proposal is based solely on the Terms and Conditions contained in the ModSpace Lease and/or Sale Agreements. Any and all previously written or stated terms and conditions are expressly excluded from this proposal.
3. ModSpace reserves the right to review any terms and conditions that are in addition to or different from those contained in the Operating Lease or Sale Agreement, prior to acceptance of award.
4. In the event of conflict, the contents of the ModSpace Proposal and the Operating Lease or Sale Agreement shall supersede any and all other documents, contracts and agreements.
5. ModSpace's proposal (inclusive of drawings), in its entirety, shall be included and made part any agreement resulting from such proposal.
6. In the event of early occupancy prior to substantial completion, Customer shall be responsible for all property damage, injury, and deaths that may result from said occupancy, and indemnify ModSpace for the same.
7. ModSpace's proposal is valid for thirty (30) days.
8. This proposal and pricing excludes all taxes, bonding, and insurance.



## 10.0 Proposal Pricing Summary (excludes sales tax & insurance)

### Hays County Pct #2-Temp Office Facilities - Kyle, TX

**Building Monthly Rental Lease Term: 12 Months**  
**\$2,537 per month**

**Property Tax Reimbursement:**  
**\$135.30 per month**

<b>Building Delivery and Installation</b>	<b>\$13,145</b>	<b>one-time</b>
<b>Building Modifications:</b>	<b>\$29,510</b>	<b>one-time</b>
<b>Additional Item 1-Decks and Ramps</b>	<b>\$11,589</b>	<b>one-time</b>
<b>Additional Item 2-Skirting</b>	<b>\$ 5,449</b>	<b>one-time</b>
<b>Additional Item 3- Electrical</b>	<b>\$18,874</b>	<b>one-time</b>
<b>Additional Item 4-Plumbing</b>	<b>\$ 4,418</b>	<b>one-time</b>
<b>Additional Item 5-Fire Alarm</b>	<b>\$ 9,815</b>	<b>one-time</b>
<b>Additional Item 6-Data-Cabling</b>	<b>\$ 9,468</b>	<b>one-time</b>
<b>Additional Item 7-CATV Cabling</b>	<b>\$ 2,146</b>	<b>one-time</b>
<b>Additional Item 8-PA System</b>	<b>\$13,256</b>	<b>one-time</b>





## 11.0 Approval and Acceptance of Terms

CUSTOMER TM TO COMPLETE

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

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

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

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

MODULAR SPACE CORPORATION

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

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

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

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



## *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 an agreement with Terracon for construction materials observation and testing services during the construction of temporary and permanent facilities for Precinct 2.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** March 20, 2012

**AMOUNT REQUIRED:** \$7,658

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 029-851-94-4841.5611\_700

**REQUESTED BY:** Commissioner Precinct 2 Mark Jones/Mark Kennedy

**SPONSORED BY:** Commissioner Precinct 2 Mark Jones

**SUMMARY:**

(see attachment)

**DESCRIPTION OF Item:** Discussion and possible action to authorize the County Judge to execute an agreement with Terracon for construction materials observation and testing services during the construction of temporary and permanent facilities for Precinct 2.

**PREFERRED MEETING DATE REQUESTED:** March 20, 2012

**COUNTY AUDITOR**

**AMOUNT:** \$7,658

**LINE ITEM NUMBER:** 029-851-94-4841.5611\_700

**COUNTY PURCHASING GUIDELINES FOLLOWED:** Unknown

**PAYMENT TERMS ACCEPTABLE:** Yes

**COMMENTS:** Waiver of county purchasing policy if necessary.

**Bill Herzog**

**SPECIAL COUNSEL**

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

**COMMENTS:**

**COUNTY JUDGE**

*Signature Required if Approved*

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



March 1, 2012

Attn: Terry Whitman  
Broadus & Associates  
1301 Capital of Texas Highway, Suite A302  
Austin, Texas 78746

Telephone: 512-329-8822  
Email: [twhitman@broadusassociates.com](mailto:twhitman@broadusassociates.com)

Re: Construction Materials Observation and Testing Services  
Hays County Precinct 2 Office Building  
5458 FM 2770  
Kyle, Texas  
Terracon Consultants Inc. Proposal No. P96120236

Dear Mr. Whitman:

Terracon Consultants Inc. appreciates the opportunity to submit this proposal to provide construction materials observation and testing services for the proposed Hays County Precinct 2 Office Building project. As you know, Terracon provided the geotechnical engineering services for the project (Terracon Report No. 96125007, dated 02-24-2012). This proposal outlines our understanding of the scope of services to be provided by Terracon and includes unit fees for services we anticipate will be required for this project.

#### **A. PROJECT INFORMATION**

We understand the project is to include construction of a metal building and temporary pad. The building footprint is about 14,000 square feet. The building structure will consist of a slab on grade with footing foundation system with a structural steel framework and metal building exterior. We understand the pavements will be constructed of asphalt.

#### **B. SCOPE OF SERVICES**

We anticipate providing the requested construction materials observation and testing services for this project on an "as requested" basis during construction. We will rely on the general contractor or his representative to notify us at least 24 hours in advance when the requested services are needed. The technicians assigned to the project will be qualified and equipped to perform the following field services:

- Earthwork Observation/Testing
- Reinforcing Steel Observation
- On-Site Concrete Observation /Testing
- Structural Steel Observation /Testing
- Asphalt Observation /Testing

Terracon Consultants, Inc. 5307 Industrial Oaks Blvd, Ste. 160 Austin, Texas 78735

P [512] 442-1122 F [512] 442-1181 [terracon.com](http://terracon.com)

Geotechnical



Environmental



Construction Materials



Facilities

These services are described in greater detail in Exhibit B "Proposed Scope of Services for Construction Materials Observation and Testing". Our proposed scope of services and cost estimate are included in Exhibit C.

#### **C. COMPENSATION**

Our scope of services will be determined by your authorization for specific services as requested by your project superintendent or other representative. Charges for our services will be based on the quantities of services provided and the unit rates shown on the attached "Exhibit C." Additional services that may be requested (but are not included in the attached cost estimate) can be provided at the unit fees shown in the attached "Schedule of Services and Fees". The cost of our services will be determined by the construction schedule and the quantity of services provided. Based on our review of the construction plans and specifications and our experience with similar construction projects and information provided by the contractor, our fee estimate to provide the proposed scope of services is \$7,658. We recommend that a budget of \$9,000 be established for these services.

The construction schedule and sequencing will have a major impact on the testing/observation cost. We would be glad to visit with you at the appropriate time and revise the estimated cost presented in this proposal as necessary to meet the project needs. We appreciate the opportunity to provide this proposal and look forward to working with you and the rest of the project team.

#### **D. AUTHORIZATION**

Authorization for Terracon to provide Construction Materials Observation and Testing services may be provided by signing the attached "Supplement to Agreement for Services" and returning a copy to Terracon for our files. Services will be provided in accordance with the Agreement for Services dated December 9, 2010 previously executed to provide authorization for the geotechnical study for this project. This proposal for services and accompanying Exhibits, Schedule of Services and Fees and the previously executed Agreement for Services shall constitute the terms and conditions for our services to be performed for this project.

We appreciate the opportunity to provide this proposal and look forward to working with you and the rest of the project team.

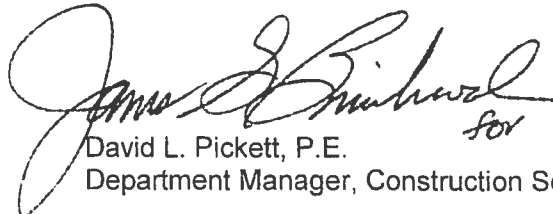
Sincerely,

**Terracon Consultants Inc.**

(Firm Registration: TX F3272)



Leonel Saenz, S.E.T.  
Project Manager, Construction Services



David L. Pickett, P.E.  
Department Manager, Construction Services

LS/DLP/ss  
Attachments

**EXHIBIT B**  
**PROPOSED SCOPE OF SERVICES FOR CONSTRUCTION MATERIALS**  
**OBSERVATION AND TESTING**  
**HAYS COUNTY PRECINCT 2 OFFICES**  
**TERRACON PROPOSAL NO. P96120236**

The proposed scope of services provided by Terracon is described below. The purpose of these services is to observe requested components of the construction and conduct specific tests as requested by the Client to determine whether or not the materials and construction comply with the project requirements. These services are designed to provide a level of quality assurance (QA) for the client based upon the requested frequency and are not intended to replace quality control tests and procedures required by the contractors and their suppliers.

Terracon requires a complete set of construction plans and specifications approved for construction and any addenda or revisions approved during the construction process that would affect the construction related to the requested QA services. The Terracon scope of services may not meet all of the project requirements for construction observation and testing if the client retains Terracon to provide a lesser extent of services. The contractor has the responsibility to be familiar with the project requirements and to contact Terracon a minimum of 24 hrs. (one business day) prior to the time our services will be required. We cannot be responsible for providing specified services if the client does not authorize Terracon to provide the services or if the contractor does not provide adequate notification for our scheduling purposes.

Terracon will provide construction observations and testing services requested by the client as described in our "Scope of Services" in general accordance with the normal standard of care. Our scope of services does not include any design, design review, construction safety, trench safety, construction supervision, or construction management services. Terracon personnel do not have the responsibility or authority to stop the contractor's work, or to accept or reject any construction materials or workmanship, even if they do not comply with the project requirements.

**EXHIBIT B  
PROPOSED SCOPE OF SERVICES FOR CONSTRUCTION MATERIALS  
OBSERVATION AND TESTING  
HAYS COUNTY PRECINCT 2 OFFICES  
TERRACON PROPOSAL NO. P96120236**

A brief summary of scope of services that Terracon typically provides is shown below.

1. **Earthwork** – The Terracon scope of services includes sampling and testing of soils, periodic observation of earthwork operations, and moisture-density testing of subgrade and compacted fills.
2. **Concrete** – The Terracon scope of services includes sampling concrete, and conducting slump and concrete compressive strength tests. Terracon personnel do not have the authority to accept or reject concrete even if it does not comply with the project specifications. The contractor has the responsibility to reject concrete that does not comply with the specifications or is unsuitable for use. Terracon will typically make 4-inch diameter, 8-inch high cylinders for compressive strength testing whenever the aggregate size allows. When larger aggregate is used in the concrete or when the client requires 6-inch diameter, 12-inch high cylinders, a surcharge will be applied for each cylinder made and tested. We will rely on the contractor or his concrete supplier to provide adequate facilities for initial (and field) curing of test cylinders as required by ASTM C 31 test procedures.
3. **Reinforcing Steel** – The Terracon scope of services includes spot observations of the reinforcing steel size, spacing, and configuration prior to concrete placement.
4. **Structural Welding** – The Terracon scope of services includes visual observations of field welds and random verification of weld sizes. Weld slag should be removed from all field welds prior to scheduling the weld observation. The contractor has the responsibility to schedule these services in a timely manner such that full access is available to all welds.
5. **High Strength Bolting** – The Terracon scope of services includes visual observations of selected bolted connections and spot checking of tightness of randomly selected bolts with a torque wrench when the specifications include bolt torque requirements.
6. **Asphalt** – The Terracon Scope of services includes observation of the asphalt paving operations, sampling asphalt and conducting laboratory tests. These services may be provided on a part-time or full-time basis as authorized by the client.



**EXHIBIT C  
COST ESTIMATE FOR  
CONSTRUCTION MATERIALS TESTING SERVICES  
Hays County Precinct 2 Offices  
Terracon Proposal No. P96120236**

<b>Earthwork Observation/Testing</b>				
<b>Service</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Estimate</b>
Moisture/Density Curve (ASTM D698)	3	Each	\$ 170.00	\$ 510.00
Moisture/Density Curve (ASTM D1557)	0	Each	\$ 180.00	\$ -
Add'l Charge for Coarse Aggregate Correction	3	Each	\$ 25.00	\$ 75.00
Moisture/Density Curve (Tex-113-E)	0	Each	\$ 220.00	\$ -
Atterberg Limits (ASTM D4318)	3	Each	\$ 55.00	\$ 165.00
Sieve Analyses (ASTM C136 & C117)	3	Each	\$ 90.00	\$ 270.00
Field Nuclear Density (ASTM D2922 & D3017)	27	Each	\$ 18.00	\$ 486.00
Soil Technician, Regular Rate	20	Hour	\$ 44.00	\$ 880.00
Soil Technician, Overtime Rate	0	Hour	\$ 66.00	\$ -
Vehicle Trip Charge	9	Per Trip	\$ 40.00	\$ 360.00
<b>Subtotal, Earthwork</b>				<b>\$ 2,746.00</b>

This estimate is based on providing one density test per 5,000 square feet of building pad subgrade, one density test per 5,000 lift for building select fill with an estimated building pad select fill thickness not to exceed two feet, and one density test per 10,000 square feet for paving areas, minimum of 3 tests/lift.

<b>Reinforcing Steel Observation</b>				
<b>Service</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Estimate</b>
Engineering Technician, Regular Rate	18	Hour	\$ 44.00	\$ 792.00
Engineering Technician, Overtime Rate	0	Hour	\$ 66.00	\$ -
Vehicle Trip Charge	6	Per Trip	\$ 40.00	\$ 240.00
<b>Subtotal, Reinforcing Steel</b>				<b>\$ 1,032.00</b>

This estimate is based on 6 trips for reinforcing steel observation.

<b>Concrete Observation/Testing</b>				
<b>Service</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Estimate</b>
Engineering Technician, Regular Hours	20	Hour	\$ 44.00	\$ 880.00
Engineering Technician, Overtime Hours	0	Hour	\$ 66.00	\$ -
Concrete Cylinders, (ASTM C31 & C39)	45	Each	\$ 14.00	\$ 630.00
Vehicle Trip Charge	9	Per Trip	\$ 40.00	\$ 360.00
Cylinder Pick-Up	6	Hour	\$ 44.00	\$ 264.00
<b>Subtotal, Concrete</b>				<b>\$ 2,134.00</b>

This estimate is based on 6 trips for concrete observation and testing. This estimate also includes 3 trips to the project site to pick up concrete test cylinders cast the previous day.



**EXHIBIT C**  
**COST ESTIMATE FOR**  
**CONSTRUCTION MATERIALS TESTING SERVICES**  
**Hays County Precinct 2 Offices**  
**Terracon Proposal No. P96120236**

<b>Structural Steel Observation</b>				
<b>Service</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Estimate</b>
Visual & Bolt Torque, CWI, Regular Rate	4	Hour	\$ 66.00	\$ 264.00
Visual & Bolt Torque, CWI, Overtime Rate	0	Hour	\$ 99.00	\$ -
Ultrasonic Testing, CWI, Regular Rate	0	Hour	\$ 66.00	\$ -
Vehicle Trip Charge	1	Per Trip	\$ 40.00	\$ 40.00
<b>Subtotal, Structural Steel</b>				<b>\$ 304.00</b>

This estimate is based on 1 trip for structural steel observation.

<b>Asphalt Concrete Observation/Testing</b>				
<b>Service</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Estimate</b>
Molding Specimens	1	Per Set of 3	\$ 50.00	\$ 50.00
Bulk Specific Gravity	1	Per Set of 3	\$ 50.00	\$ 50.00
Maximum Theoretical Specific Gravity	1	Each	\$ 75.00	\$ 75.00
Hveem Stability	1	Per Set of 3	\$ 90.00	\$ 90.00
Extraction/Gradation	1	Each	\$ 195.00	\$ 195.00
Asphalt Technician, Regular Rate	4	Hour	\$ 48.00	\$ 192.00
Asphalt Technician, Overtime Rate	0	Hour	\$ 72.00	\$ -
Nuclear Density Gauge	1	Per Day	\$ 50.00	\$ 50.00
Asphalt Coring	0	Each	\$ 95.00	\$ -
Asphalt Core Thickness & Density	0	Each	\$ 50.00	\$ -
Vehicle Trip Charge	1	Per Trip	\$ 40.00	\$ 40.00
<b>Subtotal, Asphalt Concrete</b>				<b>\$ 742.00</b>

This estimate is based on providing limited laboratory testing and observation during paving with an assumed paving schedule of 1 day. The contractor's schedule was not available for our review.

This estimate does not include post construction coring and laboratory testing of cores. The costs for these services will be quoted upon request.

<b>V. Project Management</b>	<b>7</b>	<b>Hour</b>	<b>\$ 100.00</b>	<b>\$ 700.00</b>
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<b>ESTIMATE TOTAL</b>	<b>\$ 7,658.00</b>
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## Personnel

## Transportation

A fuel surcharge may be added if fuel costs increase by more than 10% during the project duration.

## Concrete Field Services

Engineering technician, per hour .....	\$44.00
Engineering technician, overtime rate, per hour .....	\$66.00

## Concrete Tests

Cylinder compression test (ASTM C 31 & C 39), 4"x8", each .....	\$14.00
Cylinder compression test (ASTM C 31 & C 39), 6"x12", each .....	\$19.00
Beam flexural test (ASTM C 293 or C 78), each .....	\$50.00

## Masonry Field Services

Masonry technician, per hour .....	\$48.00
Masonry technician, overtime rate, per hour .....	\$72.00
Compressive strength CMU block (ASTM C 140), each .....	\$100.00
CMU block absorption only (ASTM C 140), each .....	\$75.00
CMU Block prism compressive strength (ASTM C 1314), each .....	\$250.00
Compressive strength of grout prism (ASTM C 1019), each .....	\$35.00
Compressive strength of mortar cube (ASTM C 780 & C 109), each .....	\$16.00

**CONSTRUCTION MATERIALS ENGINEERING SERVICES  
SCHEDULE OF SERVICES AND FEES  
2012**

**Soils Laboratory Tests**

**Classification**

Atterberg limits (ASTM D 4318), each .....	\$55.00
Sieve analysis (ATM C 136), each .....	\$75.00
Sieve analysis percent finer than #200 (ASTM C 117), each .....	\$45.00
Combined sieve analysis (ASTM C 136 and C 117) .....	\$90.00

**Compaction**

**Optimum moisture / maximum dry density relations (proctors)**

ASTM D698, each .....	\$170.00
ASTM D1557, each .....	\$180.00
Additional charge for Coarse Aggregate Correction (ASTM D4718) .....	\$25.00
TXDOT TEX 113E, each .....	\$220.00
TXDOT TEX 114E, each .....	\$170.00
Permeability (ASTM D 5084), each .....	\$350.00

**Soils Field Services**

In place density / moisture test, nuclear method (ASTM D 2922/ASTM D 3017), minimum 3, each .....	\$18.00
Soils technician, per hour .....	\$44.00
Soils technician, overtime rate, per hour .....	\$66.00

**Asphaltic Concrete Services**

Asphalt technician, per hour .....	\$48.00
Asphalt technician, overtime rate, per hour .....	\$72.00
Molding specimens (TEX 206F), set of 3 .....	\$50.00
Bulk specific gravity of lab molded specimens, set of 3 .....	\$50.00
Bulk specific gravity of core specimen (TEX 207F), each .....	\$50.00
Maximum theoretical density (ASTM D 2041 or TEX 227F), each .....	\$75.00
Hveem stability (ASTM D 1560 or TEX 208F), set of 3 .....	\$90.00
Extraction and Sieve Analysis (ASTM D 2172 or TEX 210F), each .....	\$195.00
Asphalt coring, each .....	\$95.00
Asphalt core thickness & density, each .....	\$50.00

### Drilled Pier

## Wood Truss & Fire Stop

## Structural Steel

## Reinforcing Steel Detection

## Roofing, Waterproofing and EIFS

## Reimbursable Expenses

Remarks

Responsabilité et efficacité

CONSTRUCTION MATERIALS ENGINEERING SERVICES  
SCHEDULE OF SERVICES AND FEES  
2012

Remarks (continued)

All labor, equipment, and transportation charges are billed on a portal to portal basis from our office.

Overtime rates of 1.5 times the quoted hourly rate will be applicable for all time worked in excess of eight (8) hours per day, all time worked outside of daylight hours of 6:00 AM to 6:00 PM Monday through Friday, and all time worked on weekends and holidays.

Court appearances, depositions, etc. will be charged at 1.5 times the quoted hourly rate.

Unit fees for tests not listed will be quoted on request.

Rush testing and inspection services are subject to a surcharge (to be negotiated).

Engineering consultation and evaluation in connection with any laboratory testing or field inspection service will be charged at the appropriate rate.

Material samples should be submitted in a form that complies with applicable requirements.

Terracon will submit invoices for services on a monthly basis. Payment for services shall be made within 30 days of receipt of the invoice in accordance with the Terracon "Agreement for Consulting Services." Additional administrative charges may be applicable if the client requires other invoicing procedures or payment terms.

**SUPPLEMENT TO AGREEMENT FOR SERVICES****CHANGE TO  
SCOPE OF SERVICES AND FEES**

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated December 9, 2010, Agreement reference number P96101021) is between Broadus & Associates ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for client on the Project, as described in the Agreement for Services, unless otherwise described in the Project Information section of Consultant's Supplemental Proposal dated March 1, 2012 ("Supplemental Proposal"), or Exhibit A to this Supplement (which section or exhibit is incorporated into the Supplement). This Supplement is incorporated into and part of the Agreement for Services.

1. **Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

**Refer to Terracon Proposal No. P96120236**

2. **Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

**Refer to Terracon Proposal No. P96120236**

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**  
By:  Date: 3/6/12  
Name/Title: **David L. Pickett, P.E. / Principal**  
**Department Manager, Construction Services**  
Address: **5307 Industrial Oaks Blvd., Suite 160**  
**Austin, Texas 78735**  
Phone: **512.442.1122** Fax: **512.442.1181**

Client: **Broadus & Associates**  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Address: **1301 Capital of Texas Hwy South, A302**  
**Austin, Texas 78746**  
Phone: **512-329-8822** Fax: \_\_\_\_\_

Supplement Reference Number (Terracon Supplemental Proposal or Project Number) P96120236

## *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 Letter of Intent between Hays County and Southside Community Center for food and dining services in the Hays County Government Center.

**TYPE OF ITEM:** ACTION/MISC

**PREFERRED MEETING DATE REQUESTED:** March 20, 2012

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** INGALSBE/COBB

**SPONSORED BY:** INGLASBE/COBB

**SUMMARY:** On March 13, 2012, the Commissioners Court approved the selection of Southside Community Center as the vendor for food and dining services in the Hays County Government Center. The Letter of Intent (LOI) expresses the broad terms of a lease between County and Southside, which is anticipated to begin on (or soon after) April 1, 2012.

## *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:** Review and approve a preliminary Hays County budget calendar for FY 2013.

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

**PREFERRED MEETING DATE REQUESTED:** March 20, 2012

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** Bill Herzog, CPA

**SPONSORED BY:** Judge Bert Cobb, MD

See "Draft" calendar attached.



Hays County  
FY 2013  
BUDGET CALENDAR

April 6th	Budget notification sent to all departments
April 9th - May 7th	Departments meet with IT for all data equipment requests & HR for all personnel changes as needed
May 7th	Deadline for entering Requested Budget into NWS financial software
June 15th	Notification sent to County Judge and Commissioners that requested budgets are completed
June 18th - July 23rd	County Judge prepares budget proposal and meets with department heads as needed
July 25th	Chief appraiser certifies approved appraisal roll
July 31st	County Judge presents proposed budget to Commissioners' Court and files a copy with the County Clerk and on website
August 1st - 17th	Budget workshops begin - TBD
August 21st	Vote on proposed tax rate and schedule public hearings on the tax rate and budget
August 24th	Publish notice of public hearings on tax increase; budget notices emailed to Elected Officials'; Publish Elected Officials' salaries and summary of budget; Publish notice of hearing on budget
September 4th	Public hearing on tax rate (at least 7 days after public notice) - 1:30 p.m.
September 11th	Second public hearing on tax rate (at least 3 days after the 1st tax rate hearing) - 6:00 p.m.
September 14th	Publish 2nd notice for tax rate increase
September 18th	Public Hearing on the FY2013 budget - 1:30 p.m.
	Set salaries of Elected Officials
	Adopt budget after making final changes
	Set tax rate and levy taxes
September 28th	File final approved budget with County Clerk

## *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:** Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of various real properties owned by Hays County. Possible action may follow in open Court.

**TYPE OF ITEM:** Executive

**PREFERRED MEETING DATE REQUESTED:** March 20, 2012

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** COBB

**SPONSORED BY:** COBB

**SUMMARY:** Summary to be provided in Executive Session.

## *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: Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding all pending and/or contemplated litigation involving Hays County.**

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

**PREFERRED MEETING DATE REQUESTED:**    March 20, 2012

**AMOUNT REQUIRED:**    N/A

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

**REQUESTED BY:**    KENNEDY

**SPONSORED BY:**    COBB

**SUMMARY:**

**Litigation update to be provided in Executive Session.**

## *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:** Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the appointment, duties, and/or reassignment of each individual Sheriff's Office employee at the Hays County Government Center. Possible action may follow in open court.

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

**PREFERRED MEETING DATE REQUESTED:** 3/20/12

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Sheriff Gary Cutler

**SPONSORED BY:** Commissioner Will Conley & Commissioner Debbie Ingalsbe

**SUMMARY:**

SUMMARY PROVIDED IN EXECUTIVE SESSION