

Commissioners Court -March 27, 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 **27th 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

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.

1	4	Approve payments of county invoices. HERZOG
2	5-9	Approve Commissioners Court Minutes of March 20, 2012. COBB/GONZALEZ
3	10	Approve rejection of the bid for IFB 2012-B02, ROW Fencing for Mt Gainor, and authorize Purchasing to rebid the project. WHISENANT/MAIORKA
4	11-19	Authorize the County Judge to execute a Project Grant Agreement with the Texas Department of Transportation for preventive maintenance funding of \$3000.00 for two vehicles in the Veterans Service Office and amend the budget accordingly. INGALSBE/PRATHER/HAUFF
5	20-30	Approve Utility Permits. COBB
6	31-33	Amend Budget of Justice Court Technology Fund for additional continuing education from equipment. CONLEY/CABLE
7	34	Approve bid award for IFB 2012-B03 Bank Depository to SAGE BANK. COBB/HERZOG/TUTTLE
8	35-63	Approve the amended contract "Statement of Work and Performance Measures" between the Department of State Health Services (DSHS) and the Personal Health Department (PHD) for the FY 2012 Public Health Emergency Preparedness (PHEP) carry forward funds, and amend the grant budget. INGALSBE
9	64-70	Authorize the County Judge to execute an OSSF Maintenance Contract with D&T Services for OSSF maintenance at the PCT. 4 Office at 195 Roger Hanks Pkwy in Dripping Springs. WHISENANT/GARZA
10	71-73	Authorize the Sherriff's Office to purchase equipment for identity theft investigations that will be reimbursed through the United States Secret Service, and amend the budget accordingly. INGALSBE/CUTLER/DAVENPORT
11	74-76	Authorize the County Auditor to process payment of an outstanding invoice from contingencies. COBB/HERZOG

ACTION ITEMS

SUBDIVISIONS

12	77-79	11-4-38 Belterra Phase 4 Section 13 (125 lots). Discussion and possible action to approve final plat and accept fiscal surety in the amount of \$1,612,300.00. WHISENANT/MCINNIS
13	80-81	Discussion and possible action to consider waiving of plat requirements for owner(s) of property located at 6321 and 6300 Goforth Rd. in precinct 2. JONES/GARZA
14	82	Discussion and possible action to consider granting a variance from Hays County Development Regulations, Chapter 715, Subchapter 4.01, to allow permitting of an On-Site Sewage Facility Development Permit to R.C. Graham, owner of a 3.61 acre portion of Lot 18, River Oaks of Wimberley Unit 2. CONLEY/GARZA

MISCELLANEOUS

15	83-84	Authorize the Sheriff's Office to trade in 63 Used Mini Ruger's for 23 Colt M4 Semi-Automatics and 1 Colt AR15. COBB/CUTLER
16	85-90	Discussion and possible action to approve a Planned Maintenance Agreement for generator maintenance at the Personal Health Clinic, 401-A Broadway St. in San Marcos. COBB/KNOTT
17	91-130	Discussion and possible action to approve the utility adjustment agreement with Pedernales Electric Cooperative for the relocation of their existing facility in the vicinity of the RM 1826 and RM 967 intersection. WHISENANT
18	131-139	Discussion and possible action to approve increasing the not-to-exceed fee and compensation cap on the CH2M Hill Professional Service Agreement for necessary construction phase services in accordance with Supplement No. 2 to Work Authorization No. 2 on the FM 1826 at Crystal Hill Road project in Precinct 4. WHISENANT
19	140	Discussion and possible action to Authorize Institutional OSSF Permit and grant a variance to Table X of TAC 30 Chapter 285.91 Minimum Separation Distance Table of the State Rules for On-Site Sewage Facilities at 13542 Hwy 290 W, Dripping Springs, Texas. WHISENANT/GARZA
20	141	Discussion and possible action to authorize the Criminal District Attorney's Office to fill an Attorney II position above the minimum of the grade. COBB/KENNEDY
21	142-166	Discussion and possible action to adopt a resolution authorizing the County Judge to negotiate and sign an Interlocal Agreement with TxDOT for providing design services for TxDOT approved Proposition 12 funded projects on IH 35 and FM 2439, and to direct staff to proceed with procurement of professional consultant services described in the Interlocal Agreement. CONLEY/JONES
22	167-169	Discussion and possible action to approve Bid Package #1 for costs related to the Precinct 2 offices. JONES
23	170-171	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. JONES
24	172-173	Discussion and possible action to authorize the County Judge to execute a Line Extension agreement with Aqua Texas related to water services for the temporary and permanent Precinct 2 offices at 5458 FM 2770. JONES
25	174-188	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. JONES

WORKSHOP

26	189	11:00 AM Workshop, discussion of the Medicaid 1115 Waiver Program and the formation of Regional Healthcare Partnerships (RHP's). COBB
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EXECUTIVE SESSIONS

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

27	190	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. Possible action may follow in open court. COBB
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STANDING AGENDA ITEMS

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

28	Discussion and possible action related to the burn ban and/or disaster declaration. COBB/CHAMBERS	
29	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. INGALSBE	
30	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies and Jeff Curren, HDR. Possible action may follow. COBB	
31	Discussion of material relating to the Hays County Water and Sewer Authority and/or the LCRA divestiture. WHISENANT	

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 23rd day of March, 2012

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Approve payment of County invoices.

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

PREFERRED MEETING DATE REQUESTED: 3/27/12

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Auditor's Office

SPONSORED BY: Bill Herzog

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

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

AGENDA ITEM: APPROVE COMMISSIONER COURT MINUTES OF MARCH 20, 2012.

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

PREFERRED MEETING DATE REQUESTED: MARCH 27, 2012

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: GONZALEZ

SPONSORED BY: COBB

SUMMARY:



MARCH 20, 2012

VOLUME U PG 799

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 20TH 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 Q. GONZALEZ

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

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

PUBLIC COMMENTS

Alan Cameron – San Marcos resident, Jack Hollon – Wimberley resident made public comments.

27952 ADOPT A PROCLAMATION DECLARING MARCH 24, 2012 WORLD TB DAY

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to adopt a Proclamation declaring March 24, 2012 World TB Day. All voting "Aye". MOTION PASSED

27953 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to approve payments of County Invoices in the amount of \$455,982.27 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

27954 APPROVE COMMISSIONERS COURT MINUTES OF MARCH 13, 2012

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to approve Commissioners Court Minutes of March 13, 2012 as presented by the County Clerk. All voting "Aye". MOTION PASSED

27955 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

Funds will be move from County Wide to the Building Maintenance Operating budget for utilities and amending the Building Maintenance budget from salary savings to Janitorial Services for the Government Center. Amount Required \$160,700.00 – 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). A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to 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. All voting "Aye". MOTION PASSED

27956 CALL FOR A PUBLIC HEARING ON APRIL 3, 2012 TO ESTABLISH TRAFFIC REGULATIONS ON HEIDENREICH LANE

This is to establish a speed limit of 40 MPH on Heidenreich Lane between FM 150 and Bunton Lane. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to call for a public hearing on April 3, 2012 to establish traffic regulations on Heidenreich Lane. All voting "Aye". MOTION PASSED



27957 CALL FOR A PUBLIC HEARING ON APRIL 3, 2012 TO ESTABLISH TRAFFIC REGULATIONS ON ROHDE RD

This public hearing will be held to establish a speed limit of 40 MPH of Rohde Rd between Goforth Rd. and SH 21. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to call for a public hearing on April 3, 2012 to establish traffic regulations on Rohde Rd. All voting "Aye". MOTION PASSED

27958 BELTERRA SAWYER RANCH PROPANE SITE [12-4-1 - 2 LOTS] APPROVE PRELIMINARY PLAN

Roxie McInnis Subdivision Coordinator gave staff recommendation. Steven Delgado with Texas Engineering Solutions spoke. 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. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve Preliminary Plan of Belterra Sawyer Ranch Propane Site 2 Lots. All voting "Aye". MOTION PASSED

27959 OFFER A REBATE OF DEVELOPMENT FEES TO BHM HIGHPOINTE LTD. AS OUTLINED IN THE HAYS COUNTY SUBDIVISION FEE INCENTIVE PROGRAM

Jacy Warwick of CMA Engineering Inc. spoke. Bill Herzog spoke of money being allocated in a certain line item. Clint Garza Director of Development Services spoke of having documentation for future references. Mark Kennedy spoke of longevity of fund. 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 complaint with the minimum for the incentives program. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to offer a \$200 per lot rebate of development fees to BHM Highpointe Ltd. as outlined in the Hays County Subdivision Fee Incentive Program. All voting "Aye". MOTION PASSED

27960 ACCEPT THE ANNUAL REPORT FROM THE HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

Buddy Martin from the Hays County Emergency Services Dist # 3 presented the court with the annual report and gave a brief history and explanation. Currently there are 86 volunteers that include 30 Career Certified Firefighters, 31 EMT's, 9 Paramedics, 16 SMART Divers (San Marcos Area Recovery Team). Three full service fire stations located at: San Antonio Street, Ranch Road 12, and Hilliard Road. Rolling Equipment include: 20 apparatus and vehicles, and 2 boats. Activity Levels are: 936 calls, 60% - First responder, 21% - Fire, 19% - Other. Training includes: 2010 - 1528 hours, 2011 - 4308 hours. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to accept the annual report from the Hays County Emergency Services District #3. All voting "Aye". MOTION PASSED

27961 ACCEPT THE FY 2011 FINANCIAL STATEMENT AUDIT FOR HAYS COUNTY AS PREPARED BY THE ACCOUNTING FIRM OF HOLTMAN, WAGNER, & COMPANY, L.L.P.

Pat Wagner with Holt, Wagner, & Company gave brief highpoints of the County's FY2011 Audit. Most Counties are asked to carry 3 months of operating costs and Hays County is in very good standing because we have 6 months worth set aside in reserves. Ms. Wagner stated a lot of counties would envy this. A motion was made by Commissioner Jones, seconded by Commissioner Conley to accept the FY 2011 Financial Statement Audit for Hays County as prepared by the accounting firm of Holtman, Wagner, & Company, L.L.P. All voting "Aye". MOTION PASSED

27962 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

Commissioner Jones spoke of amount needed \$356,360. Amount Required \$356,360 (029-851-94-484.5611_700). A motion was made by Commissioner Jones, seconded by Commissioner Whisenant 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. Commissioner Conley abstained. Commissioner Ingalsbe, Commissioner Conley, Commissioner Whisenant and Judge Cobb voting "Aye". MOTION PASSED



MARCH 20, 2012

VOLUME U PG 801

Clerk's Note Agenda Item #12 RE: 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 – **was pulled**

Clerk's Note Agenda Item #13 RE: 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 – **was pulled**

27963 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

Commissioner Jones spoke. Amount Required \$7,658 (029-851-94-4841.5611_700). A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe 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. Commissioner Ingalsbe, Commissioner Jones, Commissioner Whisenant and Judge Cobb voting "Aye". Commissioner Conley not present for vote. MOTION PASSED

27964 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

Mark Kennedy spoke. On March 13, 2012, the Commissioner 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 expresses the broad terms of a lease between County and Southside, which is anticipated to begin on (or soon after) April 1, 2012. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley 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. Commissioner Ingalsbe abstained. Commissioner Jones, Commissioner Conley, Commissioner Whisenant and Judge Cobb voting "Aye". MOTION PASSED

27965 APPROVE A PRELIMINARY HAYS COUNTY BUDGET CALENDAR FOR FY 2013

County Auditor Bill Herzog provided the Commissioners Court with a preliminary of the Hays County Budget Calendar for FY 2013. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to approve a preliminary Hays County Budget Calendar for FY 2013. All voting "Aye". MOTION PASSED

27966 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

Court convened into closed executive session at 11:22 am and reconvened into open court meeting at 11:40 am. In attendance in Executive Session were Commissioners Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb, Special Counsel Mark Kennedy and Lon Shell. A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to adopt the procedure presented by Legal Counsel for the sale or lease of real property through sealed-bid procedure; and to authorize Legal Counsel to advertise the sale or lease of the county-owned Nicholson Ranch Property, including the option to purchase said property with reservation of a Conservation Easement by Hays County or a mutually-agreed upon third party. All voting "Aye". MOTION PASSED

EXECUTIVE SESSION PURSUANT TO 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING ALL PENDING AND/OR CONTEMPLATED LITIGATION INVOLVING HAYS COUNTY

Court convened into closed executive session at 11:40 am and reconvened into open court meeting at 12:45 pm. 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



27967 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

Court convened into closed executive session at 10:50 am and reconvened into open court meeting at 11:18 am. In attendance in Executive Session were Commissioners Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb, Special Counsel Mark Kennedy, Lon Shell, Bill Herzog Hays County Auditor, Dee Dee Baen Human Resources Director, Hays County Sheriff Gary Cutler, Capt. Mark Cumberland, Lt. Ronnie Strain, and Yvette Johnson. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to eliminate three Correction Officers positions at the Hays County Government Center and reassign to the Sheriff's Office, effective April 1, 2012. All voting "Aye". MOTION PASSED

ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION

The Burn Ban will remain lifted due to the recent rains.

Clerk's Note Agenda Item #21 RE: 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 – was pulled

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

Alan Crozier gave a brief update on Road Bond Projects. US 290 (Might Tiger to McGregor); RM 12 @ Sports Park Drive Safety improvements (Add left turn lane and other intersection safety improvements); RM 1826 @ Nutty Brown Road – Safety improvements (Left turn lane and other intersection safety improvements); RM 1826 @ Crystal Hill Dr. (Goldenwood) – Safety improvements (Left turn lane and other intersection safety improvements – potential acceleration lane); RM 1826 @ Darden Hill Rd. (CR 162) – Safety improvements (Left turn lane and other intersection safety improvements – realignment of Darden Hill Rd. at Intersection); RM 1826 @ RM 967 – Safety improvements (Left turn lane (RM 1826), right turn lane (RM 967) and other intersection safety improvements); RM 2325 Fisher Store Rd. (CR 181) to Carney Lane – Safety improvements (Left & Right turn lanes)(Preliminary Schematic Complete); RM 12 & RM 32 Junction – Realignment of RR 12 & RR 32 for T-intersection and other safety improvements; RM 12 Parkway Development – ROW Preservation & Environmental Studies for 4 Lane Divided Parkway. The following are completed projects – RM 12 @ Hugo Road (CR 214), RM 12 @ Sink Creek, RM 12 @ Wonder World Drive, SH 21 @ High Road (CR 127), SH 21 @ FM 2001, Lime Kiln Road @ Sink Creek, Post Road (CR 140). Old Bastrop Highway (CR 266) – 1.9 mi. – widen to 3 Lanes (2+CLTL) & 4 shoulders/acquire ROW for an ultimate 4-lane section. SH 21 @ Rhode Road (CR 126) – Safety improvements (Left turn lane and other intersection safety improvements); Dacy Lane (CR 205) Bebee Road to Windy Hill – Engineering/Environmental Studies & ROW Preservation (2-12 lanes, 14 left turn lane, bicycle lanes & sidewalks – 1.5 mi); Lakewood Drive @ FM 1626 – Raise Grade of approach (replace culvert with bridge) on Lakewood Drive @ 1626 Safety improvements.; RM 967 @ Ruby Ranch Road – Safety improvements (turn lanes).

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

Commissioner Whisenant spoke of utility agency is now in charge of the water and all is going well.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe 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 20, 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

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

AGENDA ITEM: Approval to reject bid for IFB 2012-B02 ROW Fencing for Mt Gainor and authorize Purchasing to rebid project.

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

PREFERRED MEETING DATE REQUESTED: March 27, 2012

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Maiorka/Jerry Borcharding

SPONSORED BY:

SUMMARY: Purchasing received one bid for this project which was over budget. After speaking with Jerry Borcharding and Todd Spencer of RPTP it is the recommendation to the court that we make changes to clarify the specifications where there may have been misunderstandings, and rebid the project.

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

AGENDA ITEM: Authorize the County Judge to execute a Project Grant Agreement with the Texas Department of Transportation for preventive maintenance funding of \$3000.00 for two vehicles in the Veterans Service Office.

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

PREFERRED MEETING DATE REQUESTED: March 27, 2012

AMOUNT REQUIRED: \$750.00 (already allocated)

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-720-00.5413

REQUESTED BY: Prather/Hauff

SPONSORED BY: Ingalsbe

SUMMARY:

On August 9, 2011 the Commissioners Court authorized a grant application to the Texas Department of Transportation (TxDOT), Section 5310 program for \$3000.00 in funding for preventive maintenance on two vehicles in the Veterans Service Office, previously purchased through this program. On September 29, 2011 notification was received from TxDOT that the project had been approved, pending receipt of federal funds for the program. On January 10, 2012 the Commissioners Court authorized submission of additional documentation (Grant Application Part II) to TxDOT for securing these funds.

The Project Grant Agreement will formalize acceptance of the funding from TxDOT, in the amount of \$3000.00, for preventive maintenance of two vehicles used for transportation of veterans to and from medical appointments. A match of 20% (\$750.00) is required for the total project cost - \$3,750.00 – and this was already allocated in the FY12 budget.

DESCRIPTION OF Item: Authorize the County Judge to execute a Project Grant Agreement with the Texas Department of Transportation for preventive maintenance funding of \$3000.00 for two vehicles in the Veterans Service Office.

PREFERRED MEETING DATE REQUESTED: March 27, 2012

COUNTY AUDITOR

AMOUNT: \$750.00 (already allocated)

LINE ITEM NUMBER: 001-720-00.5413

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: See budget amendment to reflect the grant amount.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

FUND NO. 112
FUND TITLE: JUSTICE COURT TECHNOLOGY FUND

		Appropriation before	<u>Amendment</u>		Appropriation as
<u>Line Item Expenditures</u>		<u>Amendment</u>	<u>Increases</u>	<u>Decreases</u>	<u>Amended</u>
<u>Justice Court Technology (628):</u>					
112-628-00.5551	Continuing Ed	6,000	1,000		7,000
112-628-00.5712	Computer Eqpt	148,000		(1,000)	147,000

Transfer for additional training costs for all Justice Court clerks and for balance of year

FUND NO. 120
FUND TITLE: FAMILY HEALTH SERVICES FUND

DSHS/Bioterrorism (675-00-058):

120-675-00-058.5021	Staff	0	1,635		1,635
120-675-00-058.5101_100	Fica	0	102		102
120-675-00-058.5101_200	Medicare	0	24		24
120-675-00-058.5101_300	Retirement	0	<u>179</u>		179
			1,940		

DSHS/Bioterrorism Grant (675-99-058):

120-675-99-058.5201	General Supplies	100	1,400		1,500
120-675-99-058.5211	Office Supplies	1,503	1,384		2,887
120-675-99-058.5231	Medical Supplies	0	1,660		1,660
120-675-99-058.5413	Veh Maint	240	538		778
120-675-99-058.5471	Eqpt Svc Fee	1,200	248		1,448
120-675-99-058.5489	Telephone	5,000	2,725		7,725
120-675-99-058.5501	Travel	650	1,000		1,650
120-675-99-058.5551	Continuing Ed.	3,550	3,960		7,510
120-675-99-058.5712_400	Computer Eqpt-operating	0	2,910		2,910
120-675-99-058.5715_400	Communication Eqpt	0	2,649		2,649
120-675-99-058.5719_700	Misc Eqpt-capital	0	<u>5,000</u>		5,000
			23,474		

<u>Revenue</u>			<u>Decreases</u>	<u>Increases</u>	
120-675-99-058.4301	Intergovernmental	122,428		23,474	145,902

Personal Health (675):

120-675-00.5021	Staff	548,766		(1,635)	547,131
120-675-00.5101_100	Fica	38,824		(102)	38,722
120-675-00.5101_200	Medicare	9,080		(24)	9,056
120-675-00.5101_300	Retirement	67,381		<u>(179)</u>	67,202
				(1,940)	

25,414 (25,414)

Budget increased grant funding and create Hays County matching portion

FUND NO. 001
FUND TITLE: GENERAL FUND

TXDOT Vehicle & Maintenance 2010 Grant (720-99-046):

001-720-99-046.5413	Veh Maint	0	3,000		3,000
<u>Revenue</u>			<u>Decreases</u>	<u>Increases</u>	
001-720-99-046.4301	Intergovernmental	0		3,000	3,000
Budget new grant for Veteran's vehicle maintenance					

PGA: SECTION 5310 FEDERAL - ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES
TRANSIT PROVIDER: **Hays County VA**
FTA GRANT #: **TX-16-X007-00**
CFDA #: **20.513**
TXDOT PROJECT #: **ED 1206 (14) 07**
PROJECT GRANT AGREEMENT #: **51214F7146**
MASTER GRANT AGREEMENT #: **512XXF7064**
FEDERAL TRANSIT ADMINISTRATION
NOT RESEARCH AND DEVELOPMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

**FEDERAL ELDERLY INDIVIDUALS AND
INDIVIDUALS WITH DISABILITIES
FISCAL YEAR 2012
PROJECT GRANT AGREEMENT**

THIS PROJECT GRANT AGREEMENT (PGA) is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State," and **Hays County VA**, called the "Transit Provider."

WITNESSETH

WHEREAS, 49 United States Code Section 5310 authorizes the U.S. Secretary of Transportation to make grants to state governments to help them provide mass transportation service planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities; and

WHEREAS, Texas Transportation Code Chapter 455 authorizes the State to assist the Transit Provider in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Transportation Code Chapter 456; and

WHEREAS, the U.S. Secretary of Transportation approved the State's request for funding; and

WHEREAS, the Governor of the State of Texas has designated Texas Department of Transportation to receive federal funds under the Section 5310 grant program; and

WHEREAS, the Transit Provider submitted a Fiscal Year 12 Grant Application, Part I (GA Part I) (if applicable) for state financial assistance, and the Texas Transportation Commission approved the application by Minute Order Number **113000**; and

WHEREAS, the Transit Provider must execute a GA Part I (if applicable) and a Fiscal Year Grant Application, Part II (GA Part II) each fiscal year grant period for consideration for new state and federal grants; and

WHEREAS, a Master Grant Agreement (MGA) between the Transit Provider and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA;

NOW THEREFORE, the State and the Transit Provider agree as follows:

Hays County VA
Fed 5310 ED

Page 1 of 3

Project Grant Agreement # 51214F7146
Revised 07/28/2011

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties or on **March 1, 2012**, whichever is later. This PGA shall remain in effect until **August 31, 2013**, unless terminated or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Transit Provider has submitted the GA Part I (if applicable) and the GA Part II (federal funds only) to the State. The time period of this PGA cannot be extended past the MGA, without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2. PROJECT DESCRIPTION

- A.** The Transit Provider shall complete the public transportation project described in the GA Part I, the Attachment A - Approved Project Description, and the Attachment B – Project Budget. Attachments A and B are attached to and made a part of this agreement. The Transit Provider shall complete the project in accordance with all of the documents associated with the MGA and with all applicable federal and state laws and regulations.
- B.** If applicable, the Transit Provider shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line items referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Transit Provider shall publicly open all bids or privately review proposals. The Transit Provider shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Transit Provider shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION

The maximum amount payable under this PGA without modification is **\$ 3,000 and 0.00** Transportation Development Credits, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the GA Part I, Attachment A, and Attachment B - Master Budget Page.

The original and one copy of the invoice are to be submitted to the following address:

**Texas Department of Transportation
Attn: Vanessa Owens
Public Transportation Coordinator
125 E. 11th
Austin, Texas 78701-2483**

ARTICLE 4. AMENDMENTS

Except as noted in the MGA, changes in the scope, objectives, cost, or duration of the project authorized in this agreement shall be enacted by written amendment approved by the parties before additional work may be performed or additional costs incurred. Any amendment must be executed by both parties within the grant period specified in Article 1, Grant Time Period.

ARTICLE 5. INCORPORATION OF MGA PROVISIONS.

This PGA incorporates all of the governing provisions of the MGA in effect on the date of final execution of this PGA, unless an exception has been made in this agreement.

ARTICLE 6. SIGNATORY WARRANTY

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Transit Provider in duplicate.

THE TRANSIT PROVIDER

Signature

Typed, Printed, or Stamped Name

Title

Date

THE STATE OF TEXAS

Signature

Vanessa Owens

Typed, Printed, or Stamped Name

Public Transportation Coordinator

Title

Date

List of Attachments

A - Approved Project Description

B - Project Budget

**ATTACHMENT A
APPROVED PROJECT DESCRIPTION**

[Insert a Narrative Project Description]

**ATTACHMENT B
PROJECT BUDGET**

[Insert Budget Page]

FY 2012 Budget (Attachment B)

SUBRECIPIENT: Hays County VA
TXDOT PROJECT NO: ED 1206 (14) 07
PGA: 51214F7146
TERMINATION DATE: 8/31/2013

		First Apportionment (MO 113000)				
District	Description	ALI	Item	Total	Federal	TDC
Austin	Preventive Maintenance	11.7A.00	1	\$ 3,750	\$ 3,000	750
				\$ -	\$ -	-
				\$ -	\$ -	-
				\$ -	\$ -	-
				\$ -	\$ -	-
Total:				\$ 3,750	\$ 3,000	750

		Remaining Apportionment (XXXX)				
District	Description	ALI	Item	Total	Federal	TDC
				\$ -	\$ -	-
				\$ -	\$ -	-
				\$ -	\$ -	-
				\$ -	\$ -	-
Total:				\$ -	\$ -	-

		Total Apportionment				
District	Description	ALI	Item	Total	Federal	TDC
Austin	Preventive Maintenance	11.7A.00	1	\$ 3,750	\$ 3,000	750
				\$ -	\$ -	-
				\$ -	\$ -	-
				\$ -	\$ -	-
Total:				\$ 3,750	\$ 3,000	750

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Approve Utility Permits.

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

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

PREFERRED MEETING DATE REQUESTED: 3/27/12

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

SPONSORED BY: COBB

Permit	Road Name	Type of Utility
848	Old Bastrop Hwy and Francis Harris Ln.	Copper Communication Line
849	Sprucewood	Water and Sewer Service Line
850	Pleasant Valley	Water and Sewer Service Line
851	Woodglen	Water and Sewer Service Line

**HAYS COUNTY RESOURCE PROTECTION, TRANSPORTATION and
PLANNING DEPARTMENT**



UTILITY PERMIT APPROVAL

Approval of Utility Permit: 848

Application Date: 3/6/12

Commissioner Court Approval Date: 3/27/12

Company Name: Century Link Telephone

Company Address: P.O. Box 828 San Marcos TX, 78667

Company Phone: 512-653-8200

Company Contact: Alan Young

Type of Utility: Burried Copper communication line

Road Name: Old Bastrop Hwy and Francis Harris Ln.

Subdivision: Pct #: 1

Specs: 2 Bore across Old Bastrop Highway (CR266) and 1 bore across Francis Harris Ln.

County Provisions: Traffic control required; Bore and case required; min 36" in depth; notify
Hays County 24 hrs prior to construction



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

Application for Installation

Utility Line on Hays County Right of Way

Date: 3/6/2012

Formal notice is hereby given that _____
Company proposes to place a BURIED COPPER COMMUNICATION
line within the right-of-way of CR 266 + FARMERS HILLS LN
as follows: (give location, length, general design, etc.) BEGINNING AT A POINT OF INTERSECTION OF CR 266 +
FARMERS HILLS LN, THEN PROCEEDING EAST ON THE N.E. CORNER OF CR 266 FOR APPROX 117' THEN S ACROSS
CR 266 FOR 100' THEN WEST ACROSS FARMERS HILLS LN FOR 135' PROCEEDING N. THEN WEST ALONG CR 266 FOR
APPROX 260', ROAD DATE AT 5001 S. OLD GASTROP RD. FOR APPROX 117' THEN WEST ALONG CR 266 FOR
if the proposed installation is a parallel installation, then the installation shall be located two feet within the edge of right-of-way
unless otherwise approved by the County. THAT

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

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

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

The location and description of the proposed line and appurtenances is more fully shown by 3 complete sets of drawings attached to this notice.

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

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

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

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

Construction of this line will begin on or after the 1st day of April, 2012.

General Special Provisions:

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

Firm Century Link Telephone

By (Print) Alan Young

Signature Alan Young

Title Consulting Design Engineer

Address P.O. Box 828

SAN MARCOS, TX 78667-0528

Phone 512-653-8200

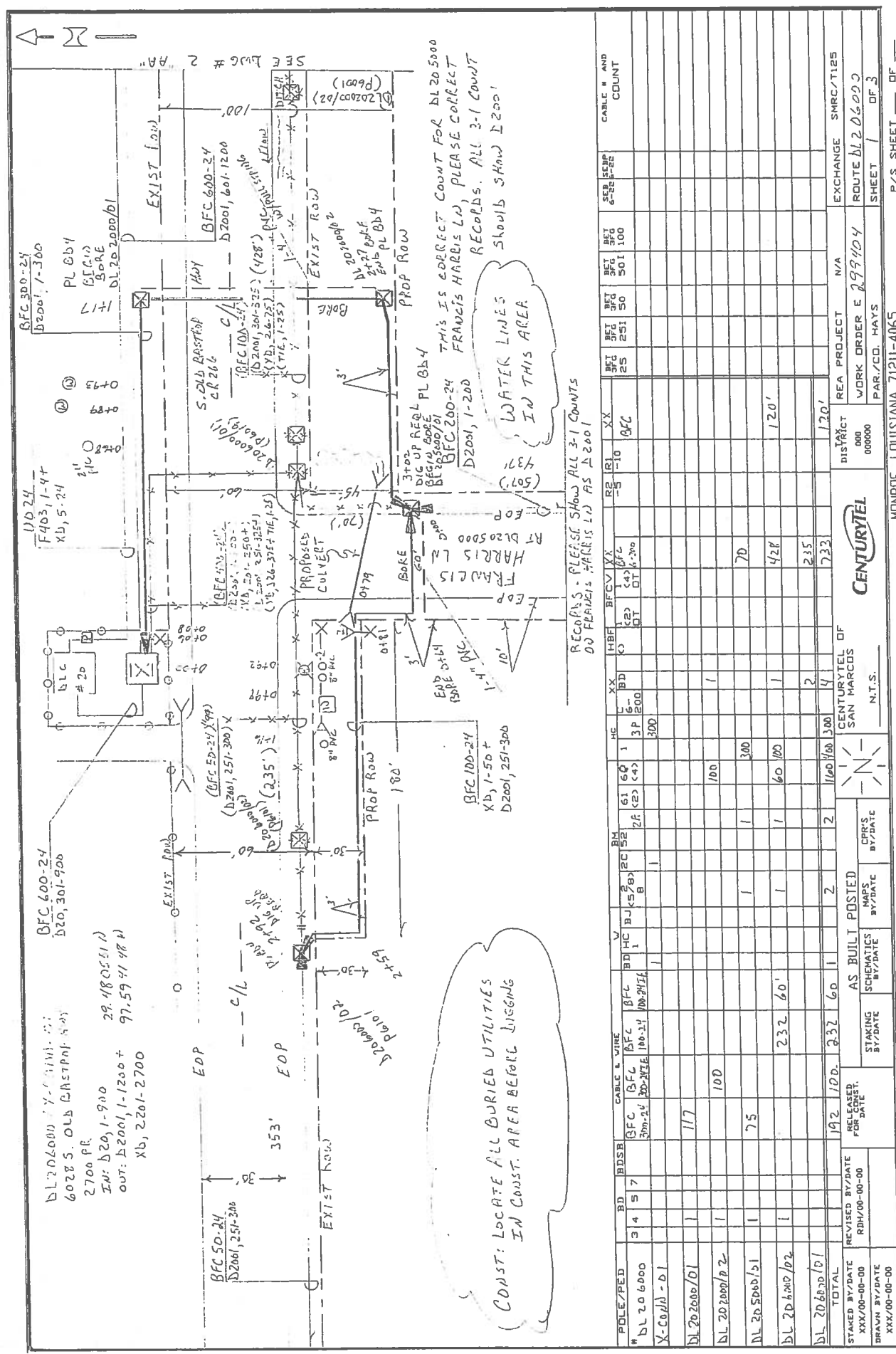
Approved by Hays County Road & Bridge Department

Inspector John

Title

Date

June 26, 2014



STAKED BY/DATE		REVISED BY/DATE		DATE		STAKING BY/DATE		SCHEMATICS BY/DATE		AS BUILT POSTED BY/DATE		CENTURYTEL OF SAN MARCOS N.T.S.		DISTRICT 000 000000		REA PROJECT N/A		EXCHANGE SMRC/1125		SHEET 1 OF 3		P/S SHEET — OF —	
DRAWN BY/DATE		REVISIONS		DATE		BY/DATE		BY/DATE		BY/DATE		N.T.S.		000000		WORK ORDER E 299404		ROUTE BL 206000		SHEET 1 OF 3		P/S SHEET — OF —	
XXX/00-00-00		XXX/00-00-00		XXX/00-00-00		XXX/00-00-00		XXX/00-00-00		XXX/00-00-00		XXX/00-00-00		XXX/00-00-00		XXX/00-00-00		XXX/00-00-00		XXX/00-00-00		XXX/00-00-00	

CENTURYTEL

MONROE, LOUISIANA 71211-4065

**HAYS COUNTY RESOURCE PROTECTION, TRANSPORTATION and
PLANNING DEPARTMENT**



UTILITY PERMIT APPROVAL

Approval of Utility Permit: 849

Application Date: 3/15/12

Commissioner Court Approval Date: 3/27/12

Company Name: Spec Construction

Company Address: 2199B RR12 Wimberley TX 78676

Company Phone: 512-847-1200

Company Contact: Michael Boss

Type of Utility: Water and Sewer Service line

Road Name: Sprucewood

Subdivision: Pct #: 3

Specs: Water and Sewer service crossings to be open cut across at 16 Sprucewood to provide service to new home

County Provisions: Traffic control required; min 36" in depth; notify Hays County 24 hrs prior to construction



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

Application for Installation

Utility Line on Hays County Right of Way

Date: 3/15/12

Formal notice is hereby given that Spec Construction
Company proposes to place a Water & Sewer tap
line within the right-of way of 16 Spruce, Wimberley, TX 78676
as follows: (give location, length, general design, etc.)

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

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

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

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

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

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

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

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

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

Construction of this line will begin on or after the 19 day of March, 2012

General Special Provisions:

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

Firm Spec Construction

By (Print) MICHAEL BOSS

Signature [Signature]

Title Senior Project Manager

Address 2199 B RR 12

Wimberley TX 78676

Phone (512) 847-1200

Approved by Hays County Road & Bridge Department		
<u>[Signature]</u>	<u>Inspector</u>	<u>3/15/12</u>
Signature	Title	Date

**HAYS COUNTY RESOURCE PROTECTION, TRANSPORTATION and
PLANNING DEPARTMENT**



UTILITY PERMIT APPROVAL

Approval of Utility Permit: 850

Application Date: 3/15/12

Commissioner Court Approval Date: 3/27/12

Company Name: Spec Construction

Company Address: 2199B RR12 Wimberley TX 78676

Company Phone: 512-847-1200

Company Contact: Michael Boss

Type of Utility: Water and Sewer Service line

Road Name: Pleasant Valley

Subdivision: Pct #: 3

Specs: Water and Sewer service crossings to be open cut across at 41 Pleasant Valley to provide service to new home

County Provisions: Traffic control required; min 36" in depth; notify Hays County 24 hrs prior to construction



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

Application for Installation

Utility Line on Hays County Right of Way

Date: 3/15/12

Formal notice is hereby given that Spec Construction, Inc.
Company proposes to place a water service casing & water service
line within the right-of-way of 41 Pleasant Valley, Henderson, TX 78676
as follows: (give location, length, general design, etc.)

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

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

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

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

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

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

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

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

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

Construction of this line will begin on or after the _____ day of _____, 20____.

General Special Provisions:

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

Firm Spec Construction

By (Print) MICHAEL BOSS

Signature _____

Title Senior Project Manager

Address 2199 B RR 2323

6. Zandberg TX 78676

Phone 512-663-6387

Approved by Hays County Road & Bridge Department

Signature _____

Inspector _____

Title _____

3/15/12

Date _____

**HAYS COUNTY RESOURCE PROTECTION, TRANSPORTATION and
PLANNING DEPARTMENT**



UTILITY PERMIT APPROVAL

Approval of Utility Permit: 851

Application Date: 3/15/12

Commissioner Court Approval Date: 3/27/12

Company Name: Spec Construction

Company Address: 2199B RR12 Wimberley TX 78676

Company Phone: 512-847-1200

Company Contact: Michael Boss

Type of Utility: Water and Sewer Service line

Road Name: Woodglen

Subdivision: Pct #: 3

Specs: Water and Sewer service crossings to be open cut across at 43 Woodglen to provide service to new home

County Provisions: Traffic control required; min 36" in depth; notify Hays County 24 hrs prior to construction



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

Application for Installation

Utility Line on Hays County Right of Way

Date: 3/08/12

Formal notice is hereby given that Spec Construction, Inc.
Company proposes to place a water service crossing & waste service
line within the right-of-way of 43 Woodglen Drive, Wimberley, TX 78676
as follows: (give location, length, general design, etc.)

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

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

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

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

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

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

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

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

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

Construction of this line will begin on or after the _____ day of _____, 20_____.

General Special Provisions:

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

Firm Spec Construction

By (Print) M. J. HAZELBOSS

Signature [Signature]

Title Senior Project Manager

Address 2199 B RR 2325
Wimberley TX 78676

Phone 512-663-6384

Approved by Hays County Road & Bridge Department		
<u>[Signature]</u>	Inspector	3/15/12
Signature	Title	Date

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Amend Budget of Justice Court Technology Fund for additional continuing ed. from eqpt.

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

PREFERRED MEETING DATE REQUESTED: March 27, 2012

Amount Required: \$ 1,000

**LINE ITEM NUMBER OF FUNDS REQUIRED :to 112-628-00.5551 Continuing Ed.
from 112-628-00.5712 Computer Eqpt.**

REQUESTED BY: Judge Andy Cable/Auditors Office

SPONSORED BY: Conley

SUMMARY:

The Justice Court Technology Fund is used only for Justice of Peace eqpt & training. Judge Cable is requesting additional transfer for JP clerks (all offices) training at Tyler Tech in Plano and for balance of year.

See Budget Amendment

DESCRIPTION OF Item: Amend Budget of Justice Court Technology Fund for additional continuing ed. from eqpt.

PREFERRED MEETING DATE REQUESTED: March 27, 2012

COUNTY AUDITOR

AMOUNT: \$1,000

LINE ITEM NUMBER: to 112-628-00.5551 Continuing Ed.
from 112-628-00.5712 Computer Eqpt.

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: See budget amendment.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

FUND NO. 112
FUND TITLE: JUSTICE COURT TECHNOLOGY FUND

		Appropriation before	Amendment		Appropriation as
<u>Line Item Expenditures</u>		<u>Amendment</u>	<u>Increases</u>	<u>Decreases</u>	<u>Amended</u>
<u>Justice Court Technology (628):</u>					
112-628-00.5551	Continuing Ed	6,000	1,000		7,000
112-628-00.5712	Computer Eqpt	148,000		(1,000)	147,000

Transfer for additional training costs for all Justice Court clerks and for balance of year

FUND NO. 120
FUND TITLE: FAMILY HEALTH SERVICES FUND

DSHS/Bioterrorism (675-00-058):

120-675-00-058.5021	Staff	0	1,635		1,635
120-675-00-058.5101_100	Fica	0	102		102
120-675-00.058.5101_200	Medicare	0	24		24
120-675-00.058.5101_300	Retirement	0	179		179
			1,940		

DSHS/Bioterrorism Grant (675-99-058):

120-675-99-058.5201	General Supplies	100	1,400		1,500
120-675-99-058.5211	Office Supplies	1,503	1,384		2,887
120-675-99-058.5231	Medical Supplies	0	1,660		1,660
120-675-99-058.5413	Veh Maint	240	538		778
120-675-99-058.5471	Eqpt Svc Fee	1,200	248		1,448
120-675-99-058.5489	Telephone	5,000	2,725		7,725
120-675-99-058.5501	Travel	650	1,000		1,650
120-675-99-058.5551	Continuing Ed.	3,550	3,960		7,510
120-675-99-058.5712_400	Computer Eqpt-operating	0	2,910		2,910
120-675-99-058.5715_400	Communication Eqpt	0	2,649		2,649
120-675-99-058.5719_700	Misc Eqpt-capital	0	5,000		5,000
			23,474		

Revenue			Decreases	Increases	
120-675-99-058.4301	Intergovernmental	122,428		23,474	145,902

Personal Health (675):

120-675-00.5021	Staff	548,766		(1,635)	547,131
120-675-00.5101_100	Fica	38,824		(102)	38,722
120-675-00.5101_200	Medicare	9,080		(24)	9,056
120-675-00.5101_300	Retirement	67,381		(179)	67,202
				(1,940)	
			<u>25,414</u>	<u>(25,414)</u>	

Budget increased grant funding and create Hays County matching portion

FUND NO. 001
FUND TITLE: GENERAL FUND

TXDOT Vehicle & Maintenance 2010 Grant (720-99-046):

001-720-99-046.5413	Veh Maint	0	3,000		3,000
Revenue			Decreases	Increases	
001-720-99-046.4301	Intergovernmental	0		3,000	3,000
Budget new grant for Veteran's vehicle maintenance					

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: Approval to award bid for IFB 2012-B03 Bank Depository to SAGE BANK.

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

PREFERRED MEETING DATE REQUESTED: March 27, 2012

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Tuttle/Herzog

SPONSORED BY:

SUMMARY: Purchasing received four bids: (1) SAGE (2) PIONEER (3) BBVA COMPASS (4) FROST. The bid award is for a four (4) year depository contract for Hays County. The evaluation committee consisted of Michele Tuttle, Bill Herzog, Britney Richey and Cindy Maiorka. After a long evaluation of all the bids it was determined that Sage Bank had the best offer for the County. All of the proposers were evaluated on cost & types of services provided, adherence to application requirements, financial condition of bidder, and interest on deposits. Each proposer offered a very competitive bid. It was very obvious the time and effort that went into each bid and we appreciate the very competitive/excellent offers from each bank.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Approve the amended contract "Statement of Work and Performance Measures" between the Department of State Health Services (DSHS) and the Personal Health Department (PHD) for the FY 2012 Public Health Emergency Preparedness (PHEP) carry forward funds, and amend the grant budget.

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

PREFERRED MEETING DATE REQUESTED: March 27, 2012

AMOUNT REQUIRED: \$2,347 already budgeted

LINE ITEM NUMBER OF FUNDS REQUIRED: see budget amendment below

REQUESTED BY: Susan Nicola

SPONSORED BY: Ingalsbe

SUMMARY:

The purpose of this amendment is to revise due dates for affected reports, extend due dates for equipment purchases, and add carry forward funding of \$23,474 to the original contract. An additional match of \$2,347 is required and is already budgeted.

On January 31, 2012 the court authorized the County Judge to approve Carry-Forward application of this grant award. These amendments were requested by DSHS and increase total funding to \$145,902, total match to \$14,590, and total Direct Charges to \$160,492. Carry-forward funding is available March 1, 2012 and ends with the original contract term on July 31, 2012.

Budget Amendment:

120-675-99-058.4301	(\$23,474)
120-675-99-058.5201	1,400
120-675-99-058.5211	1,384
120-675-99-058.5231	1,660
120-675-99-058.5413	538
120-675-99-058.5471	248
120-675-99-058.5489	2,725
120-675-99-058.5501	1,000
120-675-99-058.5551	3,960
120-675-99-058.5712_400	2,910
120-675-99-058.5715_400	2,649
120-675-99-058.5719_700	5,000
120-675-00.5021	(1,635)
120-675-00.5101_100	(102)
120-675-00.5101_200	(24)
120-675-00.5101_300	(179)
120-675-00-058.5021	1,635
120-675-00-058.5101_100	102
120-675-00-058.5101_200	24
120-675-00-058.5101_300	179

DESCRIPTION OF Item: Approve the amended contract "Statement of Work and Performance Measures" between the Department of State Health Services (DSHS) and the Personal Health Department (PHD) for the FY 2012 Public Health Emergency Preparedness (PHEP) carry forward funds, and amend the grant budget.

PREFERRED MEETING DATE REQUESTED: March 27, 2012

COUNTY AUDITOR

AMOUNT: \$2,347 already budgeted

LINE ITEM NUMBER: see budget amendment

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: See budget amendment.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

**AMENDMENT
NO. 2012-019 CC
FY2012 Budget
03/27/2012**

**FUND NO. 112
FUND TITLE: JUSTICE COURT TECHNOLOGY FUND**

		Appropriation before	<u>Amendment</u>		Appropriation as
<u>Line Item Expenditures</u>		<u>Amendment</u>	<u>Increases</u>	<u>Decreases</u>	<u>Amended</u>
<u>Justice Court Technology (628):</u>					
112-628-00.5551	Continuing Ed	6,000	1,000		7,000
112-628-00.5712	Computer Eqpt	148,000		(1,000)	147,000

Transfer for additional training costs for all Justice Court clerks and for balance of year

**FUND NO. 120
FUND TITLE: FAMILY HEALTH SERVICES FUND**

DSHS/Bioterrorism (675-00-058):

120-675-00-058.5021	Staff	0	1,635		1,635
120-675-00-058.5101_100	Fica	0	102		102
120-675-00.058.5101_200	Medicare	0	24		24
120-675-00.058.5101_300	Retirement	0	<u>179</u>		179
			1,940		

DSHS/Bioterrorism Grant (675-99-058):

120-675-99-058.5201	General Supplies	100	1,400		1,500
120-675-99-058.5211	Office Supplies	1,503	1,384		2,887
120-675-99-058.5231	Medical Supplies	0	1,660		1,660
120-675-99-058.5413	Veh Maint	240	538		778
120-675-99-058.5471	Eqpt Svc Fee	1,200	248		1,448
120-675-99-058.5489	Telephone	5,000	2,725		7,725
120-675-99-058.5501	Travel	650	1,000		1,650
120-675-99-058.5551	Continuing Ed.	3,550	3,960		7,510
120-675-99-058.5712_400	Computer Eqpt-operating	0	2,910		2,910
120-675-99-058.5715_400	Communication Eqpt	0	2,649		2,649
120-675-99-058.5719_700	Misc Eqpt-capital	0	<u>5,000</u>		5,000
			23,474		

<u>Revenue</u>			<u>Decreases</u>	<u>Increases</u>	
120-675-99-058.4301	Intergovernmental	122,428		23,474	145,902

Personal Health (675):

120-675-00.5021	Staff	548,766		(1,635)	547,131
120-675-00.5101_100	Fica	38,824		(102)	38,722
120-675-00.5101_200	Medicare	9,080		(24)	9,056
120-675-00.5101_300	Retirement	67,381		<u>(179)</u>	67,202
				(1,940)	
			<u>25,414</u>	<u>(25,414)</u>	

Budget increased grant funding and create Hays County matching portion

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

TXDOT Vehicle & Maintenance 2010 Grant (720-99-046):

001-720-99-046.5413	Veh Maint	0	3,000		3,000
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<u>Revenue</u>			<u>Decreases</u>	<u>Increases</u>	
001-720-99-046.4301	Intergovernmental	0		3,000	3,000

Budget new grant for Veteran's vehicle maintenance

DEPARTMENT OF STATE HEALTH SERVICES



Amendment To

The Department of State Health Services (DSHS) and HAYS COUNTY HEALTH DEPARTMENT (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract # 2011-038707 (Contract) in accordance with this Amendment No. 001A : Public Health Emergency Preparedness (PHEP), effective 03/01/2012.

The purpose of this Amendment is to add carry forward funds to the contract, revise due dates for affected reports, and to extend due date for equipment purchases.

Therefore, DSHS and Contractor agree as follows:

PROGRAM ATTACHMENT NO. ~~001~~ 001A

SECTION I. STATEMENT OF WORK, is revised as follows:

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, as shown in SECTION VI. BUDGET, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION II. PERFORMANCE MEASURES, is revised as follows:

- D. ~~Submit H1N1 After Action Report Improvement Plan Status Reports.~~ Contractor shall submit H1N1 AAR Improvement Plan Status Reports to DSHS by November 30, 2011 in a format to be determined by DSHS.

SECTION II. PERFORMANCE MEASURES, B. Demonstrated adherence to PHEP reporting deadlines, is revised as follows:

1. Submit PHEP mid-year progress report, due to DSHS on a template provided by DSHS and shall be submitted to DSHS on or before January 27, 2012, including within established timeframe designated by DSHS so as to complete consolidation of the statewide report to CDC. Activities to report shall include a status update on work plan activities, Pandemic and All-Hazards Preparedness Act (PAHPA) benchmarks, performance measurement and demonstration plan activities, a five-year timeline for addressing the public health preparedness capabilities, and risk-based funding activities (if applicable).
2. Submit End-of-year progress report, due to DSHS on a template provided by DSHS and shall be submitted to DSHS on or before August 15, 2012, including within established timeframe designated by DSHS so as to complete consolidation of statewide report to CDC. Activities to report shall include an update on work plan activities, risk-based funding activities (if applicable), a budget expenditure report, performance measurement, and

demonstration plan activities.

SECTION II. PERFORMANCE MEASURES, D. Submit H1N1 After-Action Report Improvement Plan Status Reports, is revised as follows:

1. ~~Contractors~~ Contractor shall submit H1N1 AAR Improvement Plan Status Reports to DSHS by ~~October 31, November 30, 2011~~ in a format to be determined by DSHS. Submission of the H1N1 After-action Report (AAR) Improvement Plan Status Report for 2011 is intended to provide summary status updates of the key improvement plan items from H1N1 AAR and Improvement Plans following the 2009-2010 H1N1 influenza pandemic response. Submission of these reports fulfills the pandemic influenza plan submission requirement.

SECTION VII. BUDGET, is revised as per attached Categorical Budget and Equipment List.

SECTION VIII. SPECIAL PROVISIONS, is revised to include:

General Provisions, General Business Operations of Contractor Article, Equipment Purchases, is revised as follows:

Contractor is required to initiate the purchase of equipment approved under the March 2012 amendment no later than April 30, 2012 as documented by issue of a purchase order or written order confirmation from the vendor on or before April 30, 2012. In addition, all equipment must be received no later than 60 calendar days following the end of the Program Attachment term.

EXHIBIT A, is revised as per attached Exhibit A.

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Department of State Health Services

Contractor

Signature of Authorized Official

Signature of Authorized Official

Date: _____

Date: _____

Bob Burnette, C.P.M., CTPM

Name: _____

Director, Client Services Contracting Unit

Title: _____

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

Address: _____

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Phone: _____

Email: _____

DEPARTMENT OF STATE HEALTH SERVICES



**1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199**

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: Public Health Emergency Preparedness (PHEP)

CONTRACTOR: HAYS COUNTY HEALTH DEPARTMENT

CONTRACT NO: 2011-038707

CONTRACT TERM: 08/01/2011 **THRU:** 07/31/2012

BUDGET PERIOD: 08/01/2011 **THRU:** 07/31/2012

CHG: 001A

DIRECT COST (OBJECT CLASS CATEGORIES)			
	Current Approved Budget (A)	Revised Budget (B)	Change Requested
Personnel	\$86,189.00	\$87,824.00	\$1,635.00
Fringe Benefits	\$36,239.00	\$36,951.00	\$712.00
Travel	\$4,200.00	\$7,785.00	\$3,585.00
Equipment	\$0.00	\$10,559.00	\$10,559.00
Supplies	\$1,603.00	\$6,047.00	\$4,444.00
Contractual	\$0.00	\$0.00	\$0.00
Other	\$6,440.00	\$11,326.00	\$4,886.00
Total Direct Charges	\$134,671.00	\$160,492.00	\$25,821.00
INDIRECT COST			
Base (\$)	\$0.00	\$0.00	\$0.00
Rate (%)	0.00%	0.00%	0.00%
Indirect Total	\$0.00	\$0.00	\$0.00
PROGRAM INCOME			
Program Income	\$0.00	\$0.00	\$0.00
Other Match	\$12,243.00	\$14,590.00	\$2,347.00
Income Total	\$12,243.00	\$14,590.00	\$-2,347.00
LIMITS/RESTRICTIONS			
Advance Limit	\$0.00	\$0.00	\$0.00
Restricted Budget	\$0.00	\$0.00	\$0.00
SUMMARY			
Cost Total	\$134,671.00	\$160,492.00	\$25,821.00
Performing Agency Share	\$12,243.00	\$14,590.00	\$2,347.00
Receiving Agency Share	\$122,428.00	\$145,902.00	\$23,474.00
Total Reimbursements Limit	\$122,428.00	\$145,902.00	\$23,474.00
JUSTIFICATION			
To add carry-forward funding to the contractors HAZARDS contract.			

Financial status reports are due: 11/30/2011, 03/01/2012, 05/30/2012, 10/01/2012

DEPARTMENT OF STATE HEALTH SERVICES



1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

EQUIPMENT LIST CHANGE REQUEST

DSHS PROGRAM: Public Health Emergency Preparedness (PHEP)

CONTRACTOR: HAYS COUNTY HEALTH DEPARTMENT

CONTRACT TERM: 08/01/2011 THRU: 07/31/2012

BUDGET PERIOD: 08/01/2011 THRU: 07/31/2012

CONTRACT NO: 2011-038707 **CHG:** 001A

PREVIOUS EQUIPMENT LIST

Item #	Equipment Description	Units	Unit Cost	Total
			\$	\$
			\$	\$
			\$	\$

NEW EQUIPMENT LIST

Item #	Equipment Description	Units	Unit Cost	Total
1	Apple iPad 2 64GB, Belkin Keyboard/Case	2	\$900.00	\$1,800.00
2	MegaVox Pro Dual Deluxe PA System	1	\$2,649.00	\$2,649.00
3	Miniature Field Surveillance Units with Cell Notification System.	1	\$5,000.00	\$5,000.00
4	Sierra Wireless MP 890 GPS HSUPA ATT	1	\$1,110.00	\$1,110.00
			\$	\$

EXHIBIT A

**Public Health Emergency Preparedness Work Plan
For
Local Health Departments
PPCPS/HAZARDS**

**Budget Period 11
(August 2011 through July 2012)**

Introduction

DSHS developed this work plan in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP11-1101) from the Centers for Disease Control and Prevention (CDC). CDC's new five-year Public Health Emergency Preparedness (PHEP) Cooperative Agreement seeks to advance public health preparedness as noted in Section I. Statement of Work of the Program Attachment.

DSHS also developed this work plan in the spirit of flexibility and continuous quality improvement providing local health departments the ability to accomplish the intent of the PHEP Cooperative Agreement with as much latitude as possible while adhering to the guidance of the funding opportunity announcement.

The work plan consists of the following sections that describe the activities and deliverables for PHEP 2011 to 2012, Budget Period 11 (August 1, 2011 to July 31, 2012):

- I. Public Health Preparedness Capabilities
- II. Annual Requirements
- III. CDC-Defined Performance Measures
- IV. Evidence-based Benchmarks and Objective Standards and Pandemic Influenza Plans (PAHPA Benchmarks)

I. Public Health Preparedness Capabilities

Public health departments continue to face multiple challenges, including an ever-evolving list of public health threats. The Centers for Disease Control and Prevention (CDC) developed fifteen (15) capabilities to assist health departments with assessing preparedness capacity as well as developing strategic plans. The CDC's *Public Health Preparedness Capabilities: National Standards for State and Local Planning* is a published document found at the following link:
http://www.cdc.gov/phpr/capabilities/Capabilities_March_2011.pdf

The activities associated with this work plan link directly to the standardized capabilities briefly outlined in Section I. Statement of Work of the Program Attachment and found in full detail in the PDF document referenced above.

CDC developed a Public Health Capabilities Planning Model that describes a high-level planning process public health departments may wish to follow. The planning model consists of a three phase process to assist public health departments in using the public health preparedness capabilities to determine preparedness priorities, plan appropriate preparedness activities, and demonstrate and evaluate achievement of capabilities.

To develop a complete assessment of Texas state preparedness, the Texas Department of State Health Services (DSHS) with consultation from the CDC has determined the benefit of local health departments using the CDC Public Health Preparedness Capabilities

Planning Model for conducting assessments of capacities related to the fifteen (15) public health capabilities.

Appendix 3 of Exhibit A is a set of instructions on how to complete the capability assessment worksheets to assist Contractors in assessing preparedness capacity of the fifteen (15) capabilities. The worksheets and instructions provide Contractors with a tool to organize planning activities, determine priorities, and select which capabilities health departments have the resources to build or sustain. The worksheets will be provided to Contractor by DSHS at a later date.

This assessment includes a three (3) phase process for year one of the new project period. Contractors may conduct Phases I and II concurrently.

Phase 1: Perform a Capabilities Assessment

The CDC public health preparedness capabilities evaluation process provides a tool for Contractors to:

- A) Assess their current preparedness state, including organizational roles and responsibilities.
- B) Determine the extent to which the priority and recommended resource elements for each capability function exist in the jurisdiction. Contractors are encouraged to first self-assess their ability to address the priority resource elements of each capability followed by their ability to demonstrate the functions and tasks within each capability.
Note: Contractors are not expected to “own” each resource element. Contractors are encouraged to partner with both internal and external jurisdictional partners to have or have access to resources as needed (e.g. DSHS Regions or DSHS Central Office).
- C) Determine performance of each capability and function and whether or not it meets the jurisdiction’s needs.

Due Date: ~~Due to DSHS by January 31, 2012.~~ Contractor shall complete and report to DSHS Phase 1 activities within established timeframe designated by DSHS.

Phase 2: Perform a Jurisdictional Risk Assessment

Phase two of the Public Health Preparedness Capability Model consists of a jurisdictional risk assessment performed by the Contractor to determine vulnerabilities and hazards unique to each jurisdiction. Contractors may use the Hazard Risk Assessment Instrument from the University of California, Los Angeles UCLA Center for Public Health and Disasters (http://www.cphd.ucla.edu/npdfs/HRAI_Workbook.pdf) to conduct this assessment. The UCLA tool is recommended by CDC because the tool includes an assessment of the impact to public health and medical needs of communities/jurisdictions. The jurisdictional risk assessment is a tool for Contractors to:

- A) Determine goals by identifying needs and gaps using jurisdictional inputs such as hazards and vulnerability analyses, emergency management plans, after-action reports/improvement plans, and previous performance measurement results.
- B) Prioritize capabilities and functions and develop plans. The capability definitions are broad. No Contractor is expected to be able to address all issues, gaps, and needs across all capabilities in the immediate short term.
- C) Review jurisdictional inputs, analyze priorities, and determine both short-term (one year) and long-term goals (two years to five years).

Due Date: ~~Due to DSHS by January 31, 2012.~~ Contractor shall complete and report to DSHS Phase 2 activities within established timeframe designated by DSHS.

Phase 3: Develop or Revise Plans

The final phase of the Public Health Capabilities Planning Model is plan development.

- A) Contractors will revise existing plans or develop additional plans by engaging in concrete initiative planning, particularly for the short-term goals.
- B) For each capability and function, Contractors generally will either build, sustain, or, perhaps, scale back the capability and/or function, depending on the needs, gaps, priorities, and goals that have been identified.
- C) For “build” and “sustain” scenarios, Contractors are encouraged to pursue partnerships, through memoranda of understanding with other agencies, partners, and jurisdictions.
- D) For “scale back” scenarios, Contractors should identify the challenges and barriers causing them to scale back their efforts.
- E) Develop plans for demonstrating and evaluating the capabilities and functions, especially those that have been newly developed. Demonstrations of capabilities can be through many different means such as exercises, planned events, and real incidents. Contractors are strongly encouraged to use routine public health activities to demonstrate and evaluate their capabilities. Documentation of the exercise, event, or incident, and the use of quality improvement-focused After Action Reports/Improvement Plans is a vital part of this process.
- F) For those capabilities and functions where CDC-defined performance measures have been developed, Contractors will collect data for those measures.

Due Date: Contractor ~~will~~ shall provide demonstrations of methods for evaluating capabilities and functions as described above to DSHS on a template provided by DSHS and shall be submitted to DSHS within established timeframe designated by

DSHS so as to complete consolidation of the statewide report to CDC. by August 15, 2012 in a format provided by DSHS.

Additional Resources:

In addition to the CDC Public Health Preparedness Capabilities Planning Model, the DSHS Community Preparedness Section developed additional resources to assist Contractors with adopting the capability model and developing preparedness plans which will be provided to Contractor either electronically or hard copy within 60 days of the beginning of the contract term:

- Texas Public Health and Medical Emergency Management 5-Year Strategic Plan 2012 to 2016: a guide for planning throughout the five year project period.
- Tactical Guide: a companion document to the Texas Public Health and Medical Emergency Management 5-Year Strategic Plan 2012-2016 outlining specific tactics, activities, and tasks for implementing the goals outlined in the strategic plan associated with each of the fifteen (15) capabilities.
- Strategic Planning Document from CDC:
<http://www.cdc.gov/phpr/capabilities/usingthisdocument.pdf>

Year One Priority Goals: DSHS consulted with public health and community leaders responsible for public health and emergency preparedness activities to select the three capabilities for Texas to address in the first year of the new project period. These capabilities include: 1) Public Health Surveillance and Epidemiological Investigation, 2) Community Preparedness and 3) Community Recovery. DSHS acknowledges that local and regional jurisdictional needs and preferences may lead to the selection of other capabilities. DSHS also acknowledges the existence of cross-over functions, tasks, and resources between and among the capabilities.

If a Contractor chooses capabilities different than those listed above, the Contractor must provide justification for this decision based on the capability and jurisdictional risk assessments to DSHS as notification of completion of the capabilities assessment and jurisdictional risk assessment.

II. Annual Requirements

Contractors are required to submit plans, status reports, and program and financial data, including progress in achieving evidence-based benchmarks and objective standards and the outcomes of annual preparedness exercises including strengths, weaknesses and associated corrective actions. Reports must describe the preparedness activities that were conducted with PHEP funds, the purposes for which PHEP funds were spent and the recipients of the funds; describe the extent to which the Contractor has met stated goals and objectives; and describe the extent to which funds were expended consistent with the contractor's funding application. DSHS will provide a template for planning and

reporting to assist Contractors.

Following is a summary of the PHEP annual planning/reporting program requirements for 2011-2012:

A) Submit status reports on how the Contractor will address the following elements:

- 1) Administrative Preparedness Strategies (Capability 1, Community Preparedness): Describe administrative processes and approaches to receive and use emergency funds to respond to emergency situations in a timely manner and actions to overcome challenges and barriers. Capability 1: Community Preparedness.
- 2) Volunteer Recruitment and Management (Capability 15, Volunteer Management): Document efforts for volunteer recruitment and management such as development of a Medical Reserve Corps or community equivalent and use of the Texas Disaster Volunteer Registry. Contractors will provide volunteer recruitment data to DSHS and indicate whether this number is increasing, declining or remaining level.
- 3) Stakeholder Engagement (Capability 1, Community Preparedness and Capability 2, Community Recovery): Identify the appropriate jurisdictional partner to address the emergency preparedness, response, and recovery needs of the elderly regarding public health, medical and mental health behavioral needs including planned improvements and accomplishments to meet these needs.
- 4) Public Comment Solicitation on Emergency Preparedness Plans (Capability 1, Community Preparedness): Describe processes for solicitation of public comment on emergency preparedness plans and their implementation such as the establishment of an advisory committee or similar mechanism to ensure ongoing public comment. Include a description for performance measures for public comment solicitation.
- 5) National Incident Management System (NIMS) (Capability 3, Emergency Operations Centers): Meet NIMS compliance requirements.
- 6) Public Health and Medical Needs of At-risk Individuals (Capability 1, Community Preparedness; Capability 2, Community Recovery; Capability 4, Emergency Public Information and Warning; Capability 7, Mass Care; Capability 10, Medical Surge; and Capability 13, Public Health Surveillance and Epidemiological Investigation): Describe plans to address the public health and medical needs of at-risk individuals in the event of a public health emergency.
- 7) Hospital Preparedness Program Coordination (Capability 10m Medical

Surge): Provide current status of coordination with the local Hospital Preparedness Program representatives to inform and educate hospital staff on their roles in public health emergency preparedness and response and describe improvement.

- 8) Pandemic Influenza Plan Updates: Submit Pandemic Influenza Plan Updates annually to DSHS per the Evidence-based Benchmarks and Objective Standards and Pandemic Influenza Plans Section 319C of the Public Health Service (PHS) Act as amended by the Pandemic and All-Hazards Preparedness Act (PAHPA) of 2006 requiring that CDC's PHEP cooperative agreement meet evidence-based benchmarks and objective standards.
- B) Contractors will have in place fiscal and programmatic systems to document accountability and improvement.
 - C) Contractors will conduct at least one (1) preparedness exercise annually according to the Contractor's exercise plan and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Submit to DSHS within 60 days of the exercise a final After Action Review/Improvement Plan.
 - D) Contractors will provide DSHS with situational awareness data generated through interoperable networks of electronic data systems. (Capability 6, Information Sharing)

III. CDC-Defined Performance Measures

DSHS with consultation from the CDC has determined the benefit of Contractors reporting on these capability-based performance measures. While Contractors will not have to report on all performance measures every year, Contractors will be required to collect and report select performance measure data annually on the following public health preparedness capabilities:

- A) Community Preparedness
- B) Emergency Operations Coordination
- C) Medical Countermeasures Dispensing
- D) Medical Material Management and Distribution
- E) Public Health Surveillance and Epidemiological Investigation

Performance measures, associated parameters, and data requirements for these capabilities are under development by CDC and will be provided to Contractors at a later date.

Contractors may be required to collect and report performance measure data for other public health preparedness capabilities. The list and requirements for reporting annual and other performance measures may change as performance measures are developed and

refined. Further detail on performance measures and reporting requirements for 2011-2012 will be provided to DSHS by the CDC in the future, and DSHS will share this information with Contractors.

III. Evidence-based Benchmarks and Objective Standards and Pandemic Influenza Plans (PAHPA Benchmarks)

DSHS and CDC expect all Contractors to achieve, maintain, and report benchmarks throughout the five-year project period. CDC and DSHS reserve the right to modify benchmarks annually as needed and in accordance with CDC goals, objectives, and directives. Contractors shall maintain all documentation that substantiates achievement of benchmarks and make those documents available to DSHS staff as requested during site visits or through other requests.

DSHS has identified the following CDC benchmarks for year one. Contractors that fail to “substantially meet” the benchmarks are subject to withholding of funds with penalties to be applied the following fiscal year. Contractors that demonstrate achievement of these requirements are not subject to withholding of funds.

Contractors will meet all performance measures noted in Section II: Statement of Work Performance Measures of the Program Attachment.

Supplemental information for the benchmarks referenced in the Statement of Work follows:

Staff Assembly:

Contractors are strongly encouraged to report data from multiple exercises and/or real incidents; however, Contractors are required at a minimum to report data on the quickest staff assembly demonstration that occurs during the first six months of year one. The demonstration must occur during one of the following:

- 1) Drill
- 2) Functional exercise
- 3) Full-scale exercise
- 4) Real incident (preferable, if possible)

Receiving, Staging, Storing, Distributing, and Dispensing Medical Countermeasures:

Non-Cities Readiness Initiative (CRI) Contractors must meet a minimum overall Medical Countermeasure Distribution and Dispensing (MCMDD) composite score of 43 for budget period year one. The overall composite score will be derived from:

- 1) Contractors will conduct a minimum of three (3) different drills (not the same drill performed three times) conducted within each planning/local jurisdiction during year one. The range in scope of available drills provides Contractors with flexibility in meeting the annual drill requirements. The three (3) required drills may be chosen from any of the eight (8) available drills as indicated on the

Division of Strategic National Stockpile (DSNS) Extranet website. Drill data and/or Homeland Security Exercise and Evaluation Program (HSEEP) After Action Reports/Improvement Plans for drills (as indicated) must be submitted to DSHS by a date to be determined by DSHS.

- 2) Contractors must conduct one (1) full-scale exercise performed during any one of the five budget periods of the new PHEP cooperative agreement that tests and validates medical supplies distribution and dispensing plans and submit results and documentation to DSNS. Results and documentation of medical countermeasure distribution and dispensing full-scale exercise(s) must be developed in accordance with HSEEP standards and can be performed during any one of the five budget periods of the new PHEP project period. Each Contractor will be required to participate in one (1) exercise that demonstrates capabilities for medical countermeasure dispensing operations. Contractors are encouraged to work with other emergency response agencies or hospital preparedness programs to develop or leverage existing activities to meet the medical countermeasure distribution and dispensing exercise objectives. Details on the scope and format for reporting these exercise requirements will be provided by DSHS through subsequent guidance at a later date.
- 3) Contractors will demonstrate compliance with established medical countermeasure distribution and dispensing standards. Target measures and required data submission will be detailed in supplemental guidance at a later date.

Appendix 1

Definitions

All Hazards Response Planning refers to the systems used to respond and recover from Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) events, as well as natural disasters. In the case of the CDC Cooperative Agreement, standard operating procedures (SOP) or guidelines (SOG) (formally referred to as “all-hazards plans”) developed by local health departments (LHD) and DSHS health service regions (HSR) to respond to all public health emergencies.

First Responders are personnel who would be critical in the first phase of response efforts.

The **Implementation** process includes all steps necessary to complete the tasks; installation, training, and technical assistance.

The tracking of **Long-Term health consequences** identifies trends in physical or mental health resulting from the exposure to Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) elements during an all-hazards event. The length of tracking would be dependent upon the type of event.

Public health is the effort to protect, promote, maintain and restore a population’s health.

A **Public Health Emergency** is an immediate threat from a naturally occurring or intentional event 1) that poses a high risk of fatalities or serious long-term disability to large numbers of people, and/or 2) where there is substantial risk of public exposure because of a high level of contagion and the particular means of transmission of the infectious agent.

The **Public Health Information Network (PHIN)** is an interoperable information system for public health. The PHIN is a national initiative to implement a multi-organizational business and technical architecture for public health information systems which includes web-based and radio based communications with multiple levels of redundancy.

Public Health Preparedness is the capacity of public health jurisdictions to respond to a public health emergency. The CDC Cooperative Agreement enables public health jurisdictions to upgrade their preparedness and response capacity.

Public Health First Responders (PHFRs) are health department personnel who are required to deploy in the wake of a public health emergency. Hospital personnel may be considered PHFRs if their activities are aligned to support public health response

efforts. Emergency Medical Service (EMS) Responders are mostly covered through Department of Homeland Security (DHS).

Standard Operating Guidelines (SOG)/Standard Operating Procedures (SOP) are approved methods for accomplishing a task or set of tasks and are typically prepared at the department or agency level.

A **Project Plan** is a narrative of activities for the year, describing program activities/goals, how activities/goals will be accomplished, who will carry out activities/goals, when activities/goals will be accomplished.

Appendix 2

Overview: CDC Public Health Capability Planning Model

Contractors are encouraged to use the CDC Public Health Preparedness Capabilities Planning Model to assess preparedness capacities. The CDC Public Health Preparedness Capabilities are numbered and presented alphabetically. Each of the fifteen (15) capabilities includes a definition of the capability and list of the associated functions, performance measures, tasks, and resource considerations.

- A) The **Capability Definition** defines the capability as it applies to state, local, tribal, and territorial public health.
- B) The **Function** describes the critical elements that need to occur to achieve the capability.
- C) The **Performance Measure(s)** section lists the CDC-defined performance measures, if any, associated with a function.
- D) The **Tasks** section describes the steps that need to occur to complete the functions.
- E) The **Resource Elements** section lists resources, including priority items and other considerations, needed to build and maintain the ability to perform the function and its associated tasks. These resource elements are organized as follows:
 - 1) *Planning*: standard operating procedures or emergency operations guidance, including considerations for legal authorities and at-risk populations, for a Contractor's plans for delivering the capability.
 - 2) *Skills and Training*: baseline competencies and skills personnel and teams should possess or have access to when delivering a capability.
 - 3) *Equipment and Technology*: equipment Contractors should have or have access to in jurisdictionally defined quantities sufficient to achieve the capability.
 - 4) **Note**: Certain resource elements have been identified as priority resource elements. Contractors may not require all resource elements to fully achieve all of the functions within a capability, but they must *have* or *have access to* the priority resource elements. Remaining resource elements are recommended for consideration by Contractors.

The public health preparedness capabilities are listed below in their corresponding domains. These domains are intended to convey the significant dependencies between certain capabilities:

Biosurveillance

- Public Health Laboratory Testing
- Public Health Surveillance/Epidemiological Investigation

Community Resilience

- Community Preparedness
- Community Recovery

Countermeasures and Mitigation

- Medical Countermeasure Dispensing
- Medical Material Management and Distribution
- Non-pharmaceutical Interventions
- Responder Safety and Health

Incident Management

- Emergency Operations Coordination

Information Management

- Emergency Public Information and Warning
- Information Sharing

Surge Management

- Fatality Management
- Mass Care
- Medical Surge
- Volunteer Management

Appendix 3

Worksheet Instructions: How to complete the Capability worksheets

The following section provides instructions on how to complete the fifteen (15) Capability Worksheets associated with the CDC Public Health Preparedness Capability Model.

Functions

General instructions for completing the Capability Worksheets

Submit an entry for every function for every capability. Each function entry must include the following data items:

- (1) Function Current Status
- (2) Function Current Status Narrative
- (3) Function Goal
- (4) Function Goal Narrative (or Planned Activity)
- (5) Function Funding Type
- (6) Function Other Funding Sources Funding Type

A) Function Current Status

Select a current status option in the table below that best reflects the current status of this function across the jurisdiction.

Option	Description
Infrastructure Fully in Place - Fully Evaluated and Demonstrated	Select this option only if all the following conditions are met: <ol style="list-style-type: none">1. All priority resource elements are fully in place and/or accessible via MOU or other written agreement.2. Any other resource elements or other infrastructure that the Contractor has identified as required to meet jurisdictionally defined needs are fully in place and/or accessible via MOU or other written agreements.3. Contractor has fully evaluated and demonstrated performance of this function within the past 24 months (August 2009 or later) and found that it meets jurisdictionally defined needs.

Infrastructure Fully in Place - Not Fully Evaluated and Demonstrated	<p>Select this option if all of the following conditions are met:</p> <ol style="list-style-type: none"> 1. All priority resource elements are fully in place and/or accessible via MOU or other written agreement. 2. Any other resource elements or other infrastructure that the Contractor has identified as required to meet jurisdictionally defined needs are fully in place and/or accessible via MOU or other written agreement. 3. Contractor has not attempted demonstration of this function, the demonstration was more than 24 months ago (before August 2009), or contractor has evaluated and demonstrated this function but found that it did not meet jurisdictionally defined needs.
Infrastructure Not Fully in Place	Select this option only if any priority resource elements and any other resource elements or other infrastructure that the Contractor has identified as required to meet jurisdictionally defined needs are not fully in place.
No Infrastructure in Place	Select this option only if the Contractor has no resource elements or any other infrastructure in place to perform this function.

B) Function Current Status Narrative:

Provide a function current status narrative.

Option	Description
Infrastructure Fully in Place - Fully Evaluated and Demonstrated	<p>The narrative should include the following:</p> <ol style="list-style-type: none"> 1. Date of demonstration (must be in past 24 months) 2. Type of demonstration (exercise, planned event, real incident, or routine activity) 3. Outcome (result) of demonstration 4. Evidence that the demonstration aligns to the function's definition.
Infrastructure Fully in Place - Not Fully Evaluated and Demonstrated	<p>The current status narrative should include the following:</p> <ol style="list-style-type: none"> 1. If the function was partially demonstrated, succinctly describe what has been demonstrated, how it was demonstrated, and what has not been demonstrated. 2. If the function was demonstrated but issues were identified, succinctly describe

	<p>the issues that were identified.</p> <p>3. If the function has not been demonstrated, describe what, if any, are the barriers / challenges to demonstrating this function.</p> <p>4. If the function is to be demonstrated in a future budget period, identify the projected timeframe for demonstration.</p>
Infrastructure Not Fully in Place	The narrative should include a succinct description of any missing resource elements or other infrastructure and any related barriers that are not described in the Resource Element section.
No Infrastructure in Place	The narrative should include a succinct description of any barriers to having the infrastructure fully in place that are not described in the Resource Element section.
No Information Available at this time	If any of the specific information requested is not available at the time of application, enter "information not available at this time" or similar language and indicate when this information will be available.

C) Function Goal

Select the function goal from the list below that most closely represents the result or achievement toward which the effort is being directed across the jurisdiction for the budget period.

Option	Description
Build	<p>Contractor plans to increase the level of resource elements and/or performance for this function. This could be via any or all of the following (not intended to be an exhaustive list):</p> <ol style="list-style-type: none"> 1. Resource element(s) will be developed/purchased/assured via MOU or other written agreement. 2. Performance improvement steps are to be implemented.
Sustain	<p>Contractor plans to maintain the current state/status/level of resource elements for this function.</p> <p>Sustain may or may not require related activities, resources, and funding.</p> <p>Note: "Sustain" is not an available option if current state is "no infrastructure."</p>

Scale Back	<p>Contractor plans to reduce, downsize, remove, or downgrade the resource elements within a function.</p> <p>Note: The “scale back” option is not intended to include situations where reducing resource elements results in no or minimal impact to overall performance. For example, scaling back may include situations where excess capacity is purposely reduced. In those cases, “sustain” may be a more accurate selection. “Scale back” is intended to denote situations where needed capacity and/or performance is being lost or reduced in some way.</p> <p>Note: “Scale back” is not an available option if current state is “no infrastructure.”</p>
No Goal	<p>Contractor has no current infrastructure and no plans to develop any infrastructure this year.</p> <p>Note: “No goal” is an option only if Contractor selects “no infrastructure” in current status. If current status is “fully in place” or “partially in place,” then goal must be either “build,” “sustain,” or “scale back.”</p>

D) Function Goal Narrative

Submit a function goal narrative.

Note: In the function goal narrative, the contractor should provide information about the function goal (or planned activities) that cannot be captured in the resource element goal narrative. If any requested information below is present in a resource element goal narrative, then do not repeat it.

Option	Description
Build or Sustain	The narrative should include a brief description of what is intended to be built or sustained and how this is intended to be achieved.
Function current status is “fully in place – fully evaluated and demonstrated” and the function goal is “Build”	Explain why the Contractor is continuing to build.
Function current status is “not fully in place – fully evaluated and demonstrated,” and function goal is “sustain”.	Provide a brief description of why there are no plans to fully build and/or demonstrate this function.
Scale Back	Provide a brief description of what is being

	scaled back and why.
No Goal	Provide a brief description of why there is no goal. Include a brief description of how this function is planned to be implemented.

D) Function Funding Type

Select the types of funding that will be used to fund that function from the options defined below.

Option	Description
PHEP	The function is entirely funded by the PHEP cooperative agreement (includes match)
Partial PHEP	The function is funded by PHEP and by other funding source(s).
Other Funding Sources	The function is funded by sources other than PHEP.
No Funding	There is no funding for the function.

E) Other Funding Sources

If the funding type is “partial PHEP” or “other funding sources,” select one or more “other funding sources” to provide additional information about funding. The options are:

Option
State Funds
Local Funds
Hospital Preparedness Program (HPP) Funds
Epi/Lab Capacity (ELC) Funds
DHS Funds
In-Kind/Partner Funds
Other (please specify)

Resource Elements

General Instructions:

- **Priority Resource Elements**
Submit an entry for all priority resource elements for all functions for all capabilities.
- **Recommended Resource Elements**
Submit an entry for any recommended resource element that has planned activities for this budget period to either build or sustain the element.

- **Contractor-Defined Resource Elements**

Submit an entry for any contractor-defined resource element that has planned activities for this budget period to either build or sustain the element. It is not necessary to provide contractor-defined resource elements. This task is optional.

Contractor-defined resource elements must be categorized as either “planning,” “skills and training,” or “equipment and technology.”

Contractor-defined resource elements must be within scope of the associated function and must directly contribute to the Contractor’s ability to carry out the associated capability, function, and/or task.

Resource Element Entry

Each resource element entry submitted according to the instructions defined above must consist of the following data items:

- Resource Element Current Status
- Resource Element Current Status Narrative
- Resource Element Goal
- Resource Element Goal Narrative

Instructions for each of these data items are described below.

A) Resource Element Current Status

Select the resource element’s current status option below that most appropriately reflects the current status of the resource element across their jurisdiction.

Option	Description
Fully in Place	All items identified in the resource element definition* are in place.
Partially in Place	Some items identified in the resource element definition* are in place.
Not in Place	No items identified in the resource element definition* are in place.

*As defined in *Public Health Preparedness Capabilities: National Standards for State and Local Planning*.

Contractors should use their own judgment for contractor-defined resource elements as to whether these are fully in place, partially in place, or not in place.

B) Resource Element Current Status Narrative

Submit a resource element current status narrative.

Note: The information requested for the narrative will depend on the resource element’s current status. See instructions below for more details.

- 1) If the resource element's current status is "fully in place" or "partially in place," then the narrative must include the following:
 - i) Indication whether the resource element is via MOU or other written agreements.
 - ii) If applicable, brief description of any aspects of this resource element that are above and beyond the resource element description as described in the *Public Health Preparedness Capabilities: National Standards for State and Local Planning*.
 - iii) For a contractor-defined resource element, a brief description of what is in place.
 - iv) If the current status is "partially in place," identify the parts of the resource elements that are in place and those that are not in place.
 - v) A brief description of how this resource element is being implemented.
 - vi) If the resource element is in place in some parts of the jurisdiction but not others, please explain.
- 2) If the current status is "not in place," the narrative should include a brief description of why this resource element is not in place.
- 3) If the specific information is not available at the time of application, state "information not available at this time" and indicate when this information will be available.

C) Resource Element Goal

Select the most appropriate match for the resource element goal for the current budget period as described in the table below that refers to their entire jurisdiction.

Option	Description
Fully in Place	All items identified in the resource element definition* will be in place
Partially in Place	Some items identified in the resource element definition* will be in place
Not in Place	No items identified in the resource element definition* will be in place

*As defined in the *Public Health Preparedness Capabilities: National Standards for State and Local Planning*.

Contractors should use their own judgment for contractor-defined resource elements as to whether these are planned to be fully, partially or not in place.

D) Resource Element Goal Narrative

- 1) Submit a resource element goal narrative that includes a description of any planned activities related to this resource element, including the following:
 - i) A description of resource element aspects that will be built and/or sustained during the upcoming budget period.
 - ii) The responsible/lead person or role for this activity.
 - iii) A description of how this resource element is going to be built and/or sustained (or via MOU or other written agreements) this upcoming budget period.
 - iv) Who will be involved in these activities, e.g., internal, contracts, partnerships.
 - v) Milestones and defined deliverables/outputs. Milestones should be specific, measureable, achievable, realistic, and refer to what is being built/sustained. At a minimum, milestones should be established prior to and after the mid-year period.
 - vi) For contractor-defined resource elements or when going “above and beyond” the resource element description, succinctly describe why the element or an excess are necessary.
- 2) For resource elements that have a resource element goal of “partially in place” or “not in place,” include a brief description of the barriers to having this resource element fully in place across the jurisdiction.
- 3) For resource elements that have a resource element goal of “fully in place or “partially in place,” contractors should include a brief description of how this resource element will be implemented.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

Authorize the County Judge to execute an OSSF Maintenance Contract with D&T Services for OSSF maintenance at the PCT. 4 Office at 195 Roger Hanks Pkwy in Dripping Springs.

TYPE OF ITEM: CONSENT

PREFERRED MEETING DATE REQUESTED: March 27, 2012

AMOUNT REQUIRED: 1200.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-695-00.5448

REQUESTED BY: Clint Garza

SPONSORED BY: PCT. 4 Commissioner, Ray Whisenant

SUMMARY:

The attached contract is a renewal of the previous year's maintenance agreement for OSSF maintenance at the PCT. 4 County Offices.

DESCRIPTION OF Item: Authorize the County Judge to execute an OSSF Maintenance Contract with D&T Services for OSSF maintenance at the PCT. 4 Office at 195 Roger Hanks Pkwy in Dripping Springs.

PREFERRED MEETING DATE REQUESTED: March 27, 2012

COUNTY AUDITOR

AMOUNT: \$1200.00

LINE ITEM NUMBER: 001-695-00.5448

COUNTY PURCHASING GUIDELINES FOLLOWED: TBD

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

2007-17

D & T Services

MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into on this 25 day of March, 20____, by and between D. & T. Services, a Texas company, and Hays County Pct 4 hereinafter referred to as the Client. In consideration of the mutual promises herein contained, the parties agree as follows:

ARTICLE 1 REPRESENTATIONS

Legal Status of D. & T. Services

1.01 Doug Wheatley d/b/a D&T Services is a sole proprietor in good standing under the laws of the State of Texas, with power to own property and carry on its business as it is now being conducted. D. & T. Services has its principal office and place of business at 2707 Center Point Rd., San Marcos, Texas 78666.

Status of the Client

1.02 The Client is an individual and owners of the property located at 195 Roger Hanks Parkway Dripping Springs, Texas 75626. Known as Roger Hanks Park Lot 11.
(Mailing address, city, zip code, legal description)

Subject Matter

1.03 The Client is the owner(s) of a high performance biofiltration/drip irrigation on-site water reclamation system, hereinafter referred to as the "system", which is used as the on site wastewater system and desires that D. & T. Services maintain said system so as to keep each component thereof in good working order and repair; and in compliance with the Texas Commission on Environmental Quality and the City of Dripping Springs Environmental Health Department's requirements for on-site sewage disposal installations.

ARTICLE 2 TERMS AND CONDITIONS

Equipment Covered

2.01 D. & T. Services or its authorized representative shall keep each component of the system of the Client, whether now owned or hereafter acquired by it, in good working order and repair; and in accordance with the Texas Commission on Environmental Quality and the Hays County Environmental Health Department's requirements for on-site sewage disposal installations during the continuance of this Agreement.

Services and Repairs

2.02 At least once every 1 (one) month ('s), D. & T. Services or its authorized representative shall check for the system for proper function. An inspection report will be filed as follows: D. & T. Services shall retain one copy, or its authorized representative, the second copy is sent to the local permitting authority and the third copy is sent to the Client. Any tests of system function shall be in accordance with 30 Texas Administrative Code Section 285.91(4).

2.03 In the event that any component or components of the system become worn or otherwise defective or are damaged or broken, whether through the negligence of the Client or otherwise, D. & T. Services or its authorized representative shall repair or replace the component or components and restore the system to good working order. No component warranty or manufacturer warranty is expressed or implied with this Agreement.

2.04 In the event that the any of the tank chambers of the system need pumping out, whether through the negligence of the Client or otherwise, D. & T. Services or its authorized representative shall clean or pump-out these components and restore the system to good working order.

2.05 In the event of any failure in the operation of this system, D. & T. Services will be on call at 1-512-392-2712, and will respond within 24 hours.

Compensation

2.06 In consideration of D. & T. Services services as stated in this Agreement and the services rendered and to be rendered by D. & T. Services, the Client hereby agrees to pay to in accordance with the fee schedule attached as Exhibit "A" hereto.

2.07 Additionally the Client hereby agrees to pay the fair and reasonable value of all replacement parts and the necessary labor costs in installing the replacement parts, cleanings, and pump-outs for the proper repair and maintenance of the system supplied by D. & T. Services, its employees, agents, and subcontractors.

2.08 As D. & T. Services is a professional environmental services company, additional services shall be made available to the Client in accordance with the schedule attached as Exhibit "A" hereto.

2.09 D. & T. Services and Client will make payment arrangement prior t the beginning of any work. Invoice will list the amount of time and the fees charged in accordance with the fee schedule attached as Exhibit "A" hereto for the actual services performed by D. & T. Services, its employees, agents, and subcontractors plus the value of all replacement parts and the necessary labor costs in installing the replacement parts, cleanings, and pump-outs for the proper repair and maintenance of the system supplied by D. & T. Services, its employees, agents, and subcontractors.

Duration of Agreement

2.10 This agreement shall continue in force for a period of one (1) year from the day and year first written above.

2.11 Prior to expiration of this Agreement, termination may be by agreement; either party may give the other party 30 days written notice, and upon the expiration of the 30-day time period, this Agreement shall be terminated.

2.12 Except as permitted by subsection 2.15, this Agreement is not assignable without the consent of D. & T. Services in writing.

2.13 If the Client should sell the residence in which the system is used, he may as part of such sale assign this Agreement to the purchaser, and in such event the purchaser shall be entitled to enforce this Agreement and shall be liable thereunder in the same manner and to the same extent as the Client.

**ARTICLE 3
MISCELLANEOUS PROVISIONS
Texas Law to Apply**

3.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hayes County, Texas.

Parties Bound

3.02 This Agreement shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

Legal Construction

3.03 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

Prior Agreements Superseded

3.04 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting them within the subject matter.

EXECUTED AT on the day and year first written above.

D. & T. Services

CLIENT

By: _____
Douglas A. Wheatley

By: X _____

EXHIBIT "A"

D&T SERVICES

JANUARY 1, 2011 FEE SCHEDULE

Prices are subject to change

PROFESSIONAL STAFF

Staff Professional	\$ 60.00/hr.
Technician/Draftsman	\$ 40.00/hr.

EQUIPMENT AND EXPENSES

BOD ₅ /TSS Sampling	\$ 75.00/sample
Fecal Coliform Sampling	\$ 25.00/sample
Mileage	\$ 0.55/mile
Sub consultant Services	Cost + 15%
Service Call	\$60.00 + milage
1 Yr. Contract	\$ 1200.00

2707 Center Point Rd.
San Marcos, TX 78666-9470

Date	Invoice #
1/18/2012	5028

Bill To	
Hays County Pct. # 4	
PO Box 1158	
Dripping Springs, Tx. 78620	

Terms

Description	Qty	Rate	Amount
1 Yr. Maintenance Agreement		1,200.00	1,200.00
		Subtotal	\$1,200.00
We also accept Visa / Master Card and Discover as a form of payment.		Sales Tax (8.25%)	\$0.00
		Total	\$1,200.00
		Payments/Credits	\$0.00
		Balance Due	\$1,200.00

Phone #	Fax #
1-512-392-2712	1-512-392-2711

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

AGENDA ITEM: Authorize the Sherriff's Office to purchase equipment for identity theft investigations that will be reimbursed through the United States Secret Service, and amend the budget accordingly.

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

PREFERRED MEETING DATE REQUESTED: 03-27-2012

AMOUNT REQUIRED: \$895

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-618-00.5717_400

REQUESTED BY: Mike Davenport/Sheriff Gary Cutler

SPONSORED BY: Commissioner Debbie Ingalsbe

SUMMARY: The Sheriff's Office is a member of the Central Texas Financial Crimes Task Force which is managed by the United States Secret Service. As a member of this task force, the U.S. Secret Service has offered to purchase equipment for the Sheriff's Office to increase our efficiency while conducting identity theft investigations.

The equipment that we are looking to purchase is a scanner that will sort documents and create a searchable database (similar to an excel spreadsheet). This will eliminate the time consuming task of manually sorting through records. The second piece of equipment is software that will assist us in downloading video from banks, convenient stores etc.

In order for the Sheriff's Office to obtain this equipment, we must first purchase the equipment and subsequently be reimbursed by the Secret Service.

We are requesting that funds be moved from our Criminal Investigations line-item to Law Enforcement Equipment to pay for the items requested. Once the equipment has been purchased, then our Criminal Investigations line-item will be reimbursed.

Budget Amendment:

Decrease Criminal Investigations: 001-618-00.5362 - (\$895.00)

Increase Law Enforcement Eqpt: 001-618-00.5717_400 - \$895.00

*When funds are received from US Secret Service, deposit to 001-618-00.5362

DESCRIPTION OF Item: Authorize the Sherriff's Office to purchase equipment for identity theft investigations that will be reimbursed through the United States Secret Service, and amend the budget accordingly.

PREFERRED MEETING DATE REQUESTED: March 27, 2012

COUNTY AUDITOR

AMOUNT: \$895

LINE ITEM NUMBER: 001-618-00.5717_400

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS: If this is intended to be treated as a grant then we should amend the budget to reflect a revenue & expense. Otherwise we can treat it as a reimbursement in which no budget amendment will be necessary.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

FUND NO. 001
FUND TITLE: GENERAL FUND

<u>Line Item Expenditures</u>		<u>Appropriation before Amendment</u>	<u>Amendment</u>		<u>Appropriation as Amended</u>
			<u>Increases</u>	<u>Decreases</u>	
<u>Sheriff Office (618):</u>					
001-618-00.5717_400	Law Enf Eqpt-operating	35,280	895		36,175
001-618-00.5362	Criminal Investigation	19,001		(895)	18,106

Transfer to purchase scanner/sorter for identity theft investigations; to be reimbursed by U.S. Secret Service

Have

Hay

Reques

AGENDA ITEM:

WEEK ONE:

DEFERRED MEETING

COUNT REQUIRE

ITEM NUMBER

REQUESTED BY:

SPONSORED BY:

SUMMARY:

County Auditor

have verified th

the Court authori

INVOICE



Date: 20-Mar-2012
 Order Number: 1040992167
 Order Date: 01-Mar-2010
 Invoice Number : 0000700554
 Invoice Date : 02-Mar-2010
 Purchase Order: 2010-00000979
 Reference Number:

Bill-To: 000000969332
 Karen Ford
 Hays County
 195 Roger Hanks Parkway
 Dripping Springs, TX 78620
 United States

Ship-To: 000000969332
 Karen Ford
 Hays County
 195 Roger Hanks Parkway
 Dripping Springs, TX 78620
 United States

Product	Fulfil Status	Status	Qty	Unit Price	Unit Discount	Coupon	Adjustment	Total
7115W2010-Engineered Rainwater Collection and Case Studies f	Active	Active	1	\$349.00	\$0.00	\$0.00	\$0.00	\$349.00
Shipping:								\$0.00
Total :								\$349.00
Paid To Date								\$0.00
Current Amount Due :								\$349.00

Please detach the lower portion and return it with your payment. Thank you.

Customer: 000000969332-0	Karen Ford		
Order No.: 1040992167	Invoice No: 0000700554	Balance Due(USD):	\$349.00
Credit Card # _____	Exp. Date: ____ / ____	Amount: _____	

Send payments to: American Society of Civil Engineers
 P.O. Box 79162
 Baltimore, MD 21279-0162
 USA

Vickie Wilhelm

From: Michele Walters
Sent: Thursday, March 22, 2012 9:22 AM
To: Vickie Wilhelm
Subject: FW: WEBINAR INVOICE

FYI...used wrong email again...Just making sure you see this.

From: Michele Walters
Sent: Thursday, March 22, 2012 9:11 AM
To: Ray Whisenant; Linda Kinney
Cc: 'vicki_wilhelm@co.hays.tx.us'
Subject: WEBINAR INVOICE

I discuss this with Vicki yesterday. Yes this webinar did in fact take place. There was a PO and the invoice should have been paid. I do not know the reason it was not paid. Our webmaster (at the time) Rafael set this up. There may be a file on this in the drawers – with a list of attendees. Vickie was going to discuss with Bill Herzog and get this paid.

My phone extension as listed in the email from Lon Shell is 12154. The extension 12170 is in an office used by Michael Aulick.

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:

11-4-38 Belterra Phase 4 Section 13 (125 lots). Discussion and possible action to approve final plat and accept fiscal surety in the amount of \$1,612,300.00.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: March 27, 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 preliminary plan for Belterra Phase 4 was originally approved in January 2006 as a 938 lot phase covering 812.83 acres. Since that time, four sections have been platted with a total of 286 lots. Section 13 covers 116.22 acres and will result in 125 (123 residential, 2 open space/greenbelt) lots with an average residential lot size of 0.32 acres. Water and wastewater services will be provided to all lots by Hays County Water Control and Improvement District No. 2.



Letters of Credit Department
1200 San Bernardo Ave.
Laredo, TX 78040
Tel: (956) 722-7611 Ext. 26520 Fax: (956) 726-6674
Email: lcdepartment@ibc.com SWIFT: IBCLUS44
Member International Bancshares Corporation-Member FDIC

LETTER OF CREDIT

March 7, 2012

TO: **THE HAYS COUNTY JUDGE**
1251 CIVIC CENTER LOOP
SAN MARCOS, TEXAS 78666

RE: BELTERRA PHASE 4, SECTION 13 STREET AND DRAINAGE
IRREVOCABLE LETTER OF CREDIT NO. **SBP702257**

We hereby establish our IRREVOCABLE LETTER OF CREDIT in favor of the County of Hays in the account of MAK Foster Ranch, LP. This letter is effective up to the aggregate amount of \$1,612,300.00 (One Million Six Hundred Twelve Thousand Three Hundred Dollars) and will remain in effect until **March 7, 2013** or discharged by the County of Hays. This letter of credit is authority to draw drafts for any amount, or the full amount not to exceed \$1,612,300.00 (One Million Six Hundred Twelve Thousand Three Hundred Dollars). All drafts are to be marked "Drawn under International Bank of Commerce Letter of Credit No. **SBP702257**" and presented at our office at 1200 San Bernardo Ave., Laredo, TX 78040. This Letter of credit is given as assurance that all street and drainage construction in Belterra Subdivision Phase 4 Section 13 will be completed to County of Hays specifications.

Authorized Signature:

International Bank of Commerce:

Nativido Lozano

Senior Vice President

Each Draft so drawn must be marked "Drawn under International Bank of Commerce Letter of Credit **SBP702257** and be accompanied by (1) the original letter of credit and (2) a signed statement from the Hays County Judge stating that: "The streets and drainage in Belterra Subdivision Phase 4 Section 13 were not completed as defined in the plans and specifications approved by the Hays County Commissioners' Court."

Except so far as otherwise expressly stated, this credit is subject to the "Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600".



Letters of Credit Department
1200 San Bernardo Ave.
Laredo, TX 78040
Tel: (956) 722-7611 Ext. 26520 Fax: (956) 726-6674
Email: lcdepartment@ibc.com SWIFT: IBCLUS44
Member International Bancshares Corporation-Member FDIC

PLEASE SIGN THIS ACKNOWLEDGMENT
AND RETURN IT TO: INTERNATIONAL
BANK OF COMMERCE
P.O. DRAWER 1359
LAREDO, TX 78042-1359 U.S.A.

RECEIVED BY: _____

DATE: _____

LETTER OF CREDIT

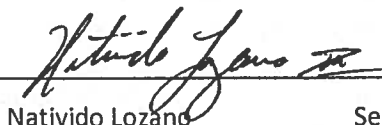
March 7, 2012
TO: **THE HAYS COUNTY JUDGE**
1251 CIVIC CENTER LOOP
SAN MARCOS, TEXAS 78666

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Nativido Lozano

Senior Vice President

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Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

Discussion and possible action to consider waiving of plat requirements for owner(s) of property located at 6321 and 6300 Goforth Rd. in precinct 2.

TYPE OF ITEM: ACTION--SUBDIVISIONS

PREFERRED MEETING DATE REQUESTED: March 27, 2012

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Clint Garza

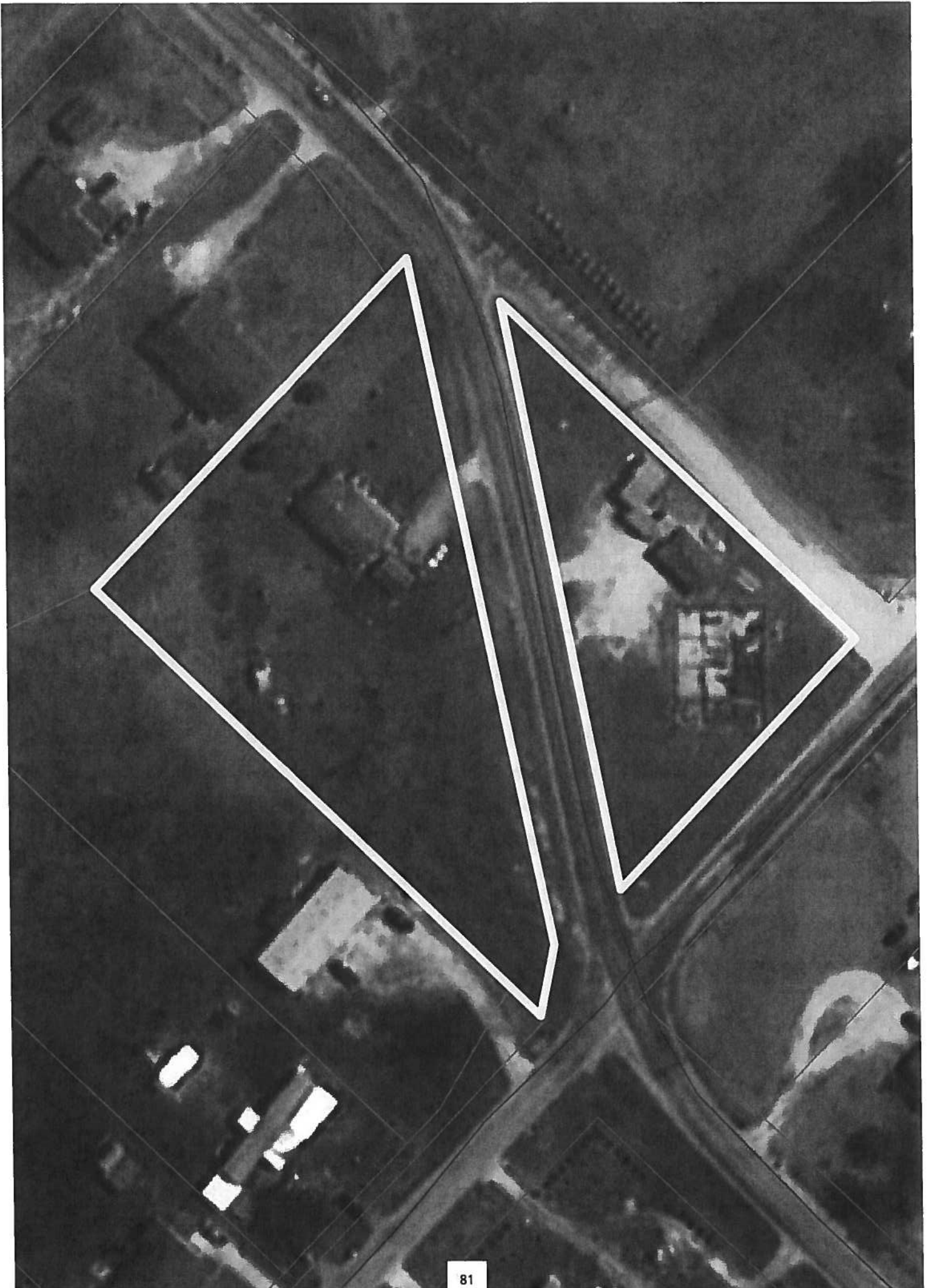
SPONSORED BY: PCT. 2 Commissioner Mark Jones

SUMMARY:

The owner of a portion of a former 2.25 acre parcel at the corner of Goforth and Mathias road in Precinct 2 has requested a waiver of platting requirements so that permits may be issued on his parcel.

The 2.25 acres in question was bisected after county road realignment over 50 years ago. It has since existed as two separate portions of a single parcel and until recent years was not conveyed separately.

Commissioner court has previously adopted exception processes for property divided longer than 10 years ago and under that provision a permit was issued on the 2.25 acre parcel. In. The parcel was divided along the roadway and would no longer qualify for the 10 year waiver. The owners feel platting is an undue burden since the tract has been divided as two parcels for years but had not been conveyed separately.



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:

Consider granting a variance from Hays County Development Regulations, Chapter 715, Subchapter 4.01, to allow permitting of an On-Site Sewage Facility Development Permit to R.C. Graham, owner of a 3.61 acre portion of Lot 18, River Oaks of Wimberley Unit 2.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: March 27, 2012

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Clint Garza

SPONSORED BY: Precinct 3 Commissioner Will Conley

SUMMARY:

Mr. Graham is the owner of a 3.61 acre portion of Lot 18 in Unit 2 of the River Oaks of Wimberley Subdivision in Precinct 3. He applied for a permit to construct an On-Site Sewage Facility to replace his existing failing system. He has been informed that his parcel was part of an illegal division of land and is required to be platted under both the Local Government Code and the Hays County Development Regulations. In addition to the platting requirement, Chapter 715.4.01 of the Hays County Development Regulations prohibits the Department from issuing any development permit on a tract of land that is not in compliance with all current rules.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Authorize the Sheriff's Office to trade in 63 Used Mini Ruger's for 23 Colt M4 Semi-Automatics and 1 Colt AR15.

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

PREFERRED MEETING DATE REQUESTED: March 27, 2012

AMOUNT REQUIRED: \$15.82

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-618-00.5717_400

REQUESTED BY: Sheriff Gary Cutler

SPONSORED BY: Judge Bert Cobb, M.D.

SUMMARY:

In 2010 the Sheriff's office began purchasing "AR-15" style rifles instead of the Mini 14 rifles. This decision was made due to the practicality of the AR-15 and the decrease in the cost effectiveness of the Mini 14. We would like to make a full transition by trading our Mini 14's for Colt AR-15's.

Per Local Government Code 263.152. DISPOSITION. (a) The Commissioners Court of a County may: (2) offer the property as a trade-in for new property of the same general type if the Commissioners Court considers that action to be in the best interests of the County.



GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298

Quote	QTE0052406
Date	3/20/2012
Page:	1

Bill To:

Hays County Sheriffs Office (TX)
Attn: Accounts Payable
1307 Uhland Road
San Marcos TX 78666

Ship To:

Hays County Sheriffs Office (TX)
1307 Old Uhland Road
Attn: Elizabeth Lipich
PO#
San Marcos TX 78666

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
COLTS	000262	DJ	FACTORY DIRECT	NET 15	0/0/0000	811,258
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
23	COLT-LE6920*	Colt M4 Semi Auto 16" LE Only	EA	\$874.77	\$20,119.71	
1	COLT-SP62328*	Colt Ar-15 .223 Rem 30Rd Mag	EA	\$21.11	\$21.11	
61	UG-RUG-MINI14-223B	Used Gun Ruger Mini 14 .223 Blue Steel	EA	(\$325.00)	(\$19,825.00)	
2	UG-RUG-MINI14-223B	Used Gun Ruger Mini 14 .223 Blue Steel	EA	(\$150.00)	(\$300.00)	

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your salesman was Brad.
Thank-you for your business

Subtotal	\$15.82
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$15.82

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Discussion and possible action to approve the Planned Maintenance Agreement for generator maintenance at the Hays County Personal Health Clinic, 401 A Broadway Street, San Marcos, Texas.

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

PREFERRED MEETING DATE REQUESTED: 3/27/12

AMOUNT REQUIRED: \$960.00

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: COBB

See attached maintenance agreement

DESCRIPTION OF Item: Discussion and possible action to approve the Planned Maintenance Agreement for generator maintenance at the Hays County Personal Health Clinic. At 401 A Broadway Street, San Marcos, Texas.

PREFERRED MEETING DATE REQUESTED: March 27, 2012

COUNTY AUDITOR

AMOUNT: \$960.00

LINE ITEM NUMBER: 001-695-00.5448

COUNTY PURCHASING GUIDELINES FOLLOWED: TBD

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

WAUKESHA-PEARCE INDUSTRIES, INC



6450 N Loop 1604 E
San Antonio, Tx 78247
(210)-653-5011 Office
(210) 653-5003 Fax

PLANNED MAINTENANCE AGREEMENT

DATE: March 19, 2012 AGREEMENT AMOUNT \$960.00 (plus applicable taxes)

This Planned Maintenance Agreement ("Agreement") is entered into by Waukesha-Pearce Industries, Inc. ("WPI") and Hays County – Health Department ("Owner") for the purpose of performing planned maintenance on equipment listed below. The purpose of the Agreement is to obtain the best possible operation of the equipment and lessen the possibility of breakdown and emergency maintenance/repair service. Upon acceptance of this Agreement, WPI will render the services and furnish the products outlined below. The services will be rendered during normal business hours of 7:30 a.m. and 4:30 p.m. Monday through Friday, excluding holidays. The number of regularly scheduled maintenance trips in a calendar year will be (2) Two.

I. SERVICES TO BE PERFORMED AND PRODUCTS FURNISHED BY WPI:

- a. Visually inspect the site and equipment
- b. Gas Engine – inspect and adjust ignition system, and plugs
- c. Diesel Engine – inspect injection system and pump
- d. Inspect fuel system including day tank, (if applicable)
- e. Replace (standby applications only) engine fuel filters annually, (if applicable)
- f. Inspect, clean and/or replace dry type air cleaner element, or clean and refill oil bath type air cleaner. Note: AIR FILTERS ARE NOT INCLUDED IN THE CONTRACT PRICE AND WILL BE BILLED TO OWNER IF REPLACED.
- g. Check block heater operation
- h. Inspect cooling system for pressure leaks, verify antifreeze protection to a strength of 50% antifreeze and 50% water
- i. Replace coolant filter, (if applicable)
- j. Grease accessory drives and/or generator as necessary
- k. Inspect and adjust engine fan belts as necessary
- l. Inspect engine exhaust system for leaks or corrosion; check condensation trap and muffler condition
- m. Check oil level, start unit, warm up and check and record oil pressure
- n. Inspect starting system including batteries, cables, battery charger, alternator and record battery specific gravity reading
- o. Inspect engine and generator control functions and time delays as applicable
- p. Inspect all instruments for proper operation
- q. Adjust frequency and voltage as required
- r. Inspect and clean, (if applicable) generator slip rings and brushes
- s. Inspect automatic switch(s) for proper operation which includes: time delays and exercisers where possible
- t. Test run generator, loaded where possible and record readings
- u. Change all lube oil and applicable filter elements (X) Annually: () Semi-annually:
() Quarterly:
Lube oil furnished at location by (X) WPI: () Owner:

- Fill antifreeze as needed, furnished at location by (X) WPI: () Owner
- v. Provide a written report after each inspection or repair call detailing any conditions found and advising further service required, in any, to promote operating dependability of the system

2. SERVICES TO BE PERFORMED BY OWNER:

The Owner shall maintain a regular recommended service procedure as listed below and further described in the system's Owner-Operator Manual. These procedures should be followed to assure minimum maintenance costs and to minimize emergency service. A record of these maintenance procedures should be maintained for reference.

- a. For Standby Systems only, quarterly services should be performed no earlier than five (5) months and no later than seven (7) months from the initial service
- b. Inspect batteries and connections, check fluid levels and corrosion weekly
- c. Exercise system weekly, manually or automatically
- d. Check for fuel, oil or coolant leaks
- e. Check lube oil, fuel and coolant level weekly on standby systems and daily on continuous duty systems
- f. Oil changes should be done in accordance with the published recommendations in the Owners Manual issued with the generator system

The Owner will provide access to the equipment under this Agreement without unnecessary delay. **Any waiting time for access to the equipment could be invoiced at the current published rates (see attached WPI published Labor Rate Sheet, Note: Published Labor Rates are subject to change without prior written notification).**

3. CHARGES FOR SERVICES BY WPI:

- a. The Owner agrees to pay WPI an annual fee of \$960.00 for the above listed services and products provided by WPI
- b. Required parts not included in the quoted price and referenced in paragraph 1, will be billed to the Owner at the prices current at the time they are used/installed
- c. Hourly rates, mileage and miscellaneous charges will be billed to the Owner for repairs required during scheduled maintenance trips and also for emergency repairs done by WPI, when called to the location by the Owner at the current published rates (see attached Published Labor Rate Sheet)
Note: Published Rates are subject to change without prior written notification
- d. Terms of payment are Net-30 from date of Invoice, subject to WPI's Credit Department approval

4. 24-HOUR EMERGENCY SERVICE:

WPI will provide 24-hour emergency service in addition to regularly schedule service. Charges for emergency service will be billed to the Owner at the then published rates (see attached Published Labor Rate Sheet) Note: Published Rates are subject to change without prior written notification.

Please note, that during times of hurricanes or other major disasters or events, emergency response services by WPI will be prioritized in such a manner that could cause a delay in our ability to respond promptly to Owner's request for service, as our first priority for service will be to hospitals, emergency care centers, nursing homes, fire and rescue facilities, and police stations. All requests for emergency services will be honored and we will make every effort to respond, but some delay in responding could and will likely occur. We offer our apology in advance for any inconvenience this policy might subject Owner to, but due to the nature of our work during major storms or events, certain facilities must take precedence for service.

5. TERM OF THE AGREEMENT:

The term of this agreement will be one year and shall renew automatically for successive terms of one year each, until cancelled in writing by either party. The pricing contained in this Agreement will be review annually and if increased, WPI will provide written notification to Owner 30 days prior to the annual renewal date. This Agreement may be terminated at any time by either party upon thirty (30) days written notice to the other party at the address listed below and neither party shall assert a claim against the other party as a result of such termination.

6. WPI RESPONSIBILITY LIMITATIONS:

- a. WPI shall assume no liability for damage(s) to the generator or building electrical, mechanical or structural systems arising from Owner's or any third party's misuse, negligence or alterations
- b. WPI shall have no obligation to repair damage caused by Owner's or any third party's accident(s) or failure to provide a suitable installation as specified in the installation manual(s) furnished with the generator system
- c. WPI shall assume no liability for damage(s) caused in part or in whole as a result of civil strife, vandalism, catastrophe, Act of God, improper use of the system by the Owner or any third party or by other external causes to the system
- d. **WPI, nor Owner, shall in any event or under any circumstances arising from this agreement be liable to each other for lost profits or special, consequential or exemplary damages**
- e. WPI shall not in any event or under any circumstances arising from this agreement be liable to the Owner for any acts, conditions, or circumstances wherein Owner or any third party is negligent, whether or not caused by the joint, concurrent, or partial negligence of the Owner, or third party
- f. WPI shall not be liable for failure to perform any of its obligations under this Agreement if such failure is due to Acts of God, war or government in either its sovereign or contractual capacity, critical materials shortages, fires, floods, strikes, lockouts, freight embargoes, inclement weather, errors or defects in the data supplied by Owner, or by any other cause or condition beyond WPI's control

7. GENERAL:

- a. In the event any of the equipment covered by this Agreement is sold or moved, Owner must notify WPI in writing and cancellation will take place thirty (30) days after WPI's receipt of Owner's written notification
- b. The waiver by WPI of any breach of any provision of this Agreement to the Owner shall not constitute a waiver of any subsequent breach by the Owner
- c. This Agreement has been entered into and shall be governed and construed under the laws of the State of Texas
- d. This agreement contains the entire understanding of the parties and is intended as a final expression of their Agreement and a complete statement of terms thereof
- e. No representation or statement not expressly contained in the Agreement or incorporated herein by reference shall be binding upon WPI as a warranty or otherwise
- f. This Agreement is not subject to alternation except as mutually agreed in writing by the parties
- g. Owner acknowledges that it has read this Agreement and agrees to all terms and conditions herein.
- h. A Certification of Insurance by WPI will be mailed to the Owner upon request

ATTACHMENT – LIST OF OWNER EQUIPMENT TO BE SERVICED AND LOCATION OF EQUIPMENT:

Generator Set Model: Generac SD0180 S/N 2072096
401 A-Broadway San Marcos, Tx 78666

ACCEPTED:

DATED: March 19, 2012

WAUKESHA-PEARCE INDUSTRIES, INC

BY: _____
Bryon Young

ADDRESS: 6450 N Loop 1604 E San Antonio, Tx 78247

PHONE: (210) 653-5011 FAX: (210) 653-5003

ACCEPTED:

DATED: _____

PRINT NAME: BERT COBB, M.D.

SIGNATURE: _____

ADDRESS: 111 E. SAN ANTONIO ST
SAN MARCOS TX 78666

PHONE: 512.393.2205 FAX: _____

E-MAIL ADDRESS: _____

SITE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE):

NAME: RON KNOTT

PHONE: (512) 393 - 7644

EMAIL ADDRESS: RKNOTT@COHAYS.TX.US

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to approve the utility adjustment agreement with Pedernales Electric Cooperative for the relocation of their existing facility in the vicinity of the RM 1826 and RM 967 intersection.

TYPE OF ITEM: Discussion / Approval

PREFERRED MEETING DATE REQUESTED: March 27, 2012

AMOUNT REQUIRED: \$117,281.81

LINE ITEM NUMBER OF FUNDS REQUIRED: 2008 Road Bond Program

REQUESTED BY: Pct. 4 Commissioner Ray Whisenant

SPONSORED BY: Pct 4 Commissioner Ray Whisenant

SUMMARY:

The Pedernales Electric Cooperative currently has electric supply lines running parallel to RM 1826 within a private utility easement in the vicinity of the intersection with RM . The existing power lines fall within the required TxDOT clear zone for the proposed RM 1826 improvements which are currently under construction. Therefore, these lines must be relocated prior to the opening of the facility.

Since the utility is located within a private utility easement and the relocation is necessitated by the roadway construction, any costs associated with the relocation are reimbursable to the utility by the County.

Please find attached the partially executed PEC utility adjustment agreement in the amount of \$117,281.81. Approval of this agreement is required prior to PEC beginning adjustment of their electric lines.

Funds are available within the bond program budget.

DESCRIPTION OF Item: Discussion and possible action to approve the utility adjustment agreement with Pedernales Electric Cooperative for the relocation of their existing facility in the vicinity of the RM 1826 and RM 967 intersection.

PREFERRED MEETING DATE REQUESTED: March 27, 2012

COUNTY AUDITOR

AMOUNT: \$117,281.81

LINE ITEM NUMBER: 027-802-96-639.5623_400 2008 Road Bond Program

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

STANDARD UTILITY AGREEMENT

District: Austin
Federal Project No.: N/A
ROW CSJ: 1754-02-020
Highway Project Letting Date: July 2011

U-Number: N/A
County: Hays
Highway: RM 1826
From: At RM 967
To:

This Agreement by and between Hays County, a political subdivision of the State of Texas ("**County**"), and Pedernales Electric Co-op., ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

WHEREAS, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: Relocation of approximately 1000' of existing dual circuit distribution feeder from an existing easement into TxDOT right of way and a new easement area; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **County** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for **County** participation.

WHEREAS, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **County** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

The **County** and **Utility** agree that all conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B and all other applicable federal and state laws, rules and regulations. **Utility** agrees to supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to the **County** not later than 90 days after completion of the work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 80 percent (80%) of the eligible cost as shown in each such billing. In addition, the **County** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to the 90% eligible cost. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Alternatively, the **County** agrees to pay **Utility** an agreed lump sum of \$N/A as supported by the attached estimated costs. The **County** will, upon satisfactory completion of the adjustments, removals, and/or relocations and upon receipt of a final billing, make payment to **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement.

Unless an item below is stricken and initialed by the **County and Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Accounting Method (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C");
5. Statement Covering Contract Work – Hays-U-48 (Attachment "D");
6. Eligibility Ratio (Attachment "F");
7. Betterment Calculation and Estimates (Attachment "G");
8. Proof of Property Interest – Hays-U-1A (Attachment "H");
9. Inclusion in Highway Construction Contract (if applicable) (Attachment "I"); and

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**.

The State and/or County Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **County** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: Pedernales Electric Co-op.
Name of Utility

By: 
Authorized Signature

Brady Karnes
Print or Type Name

Title: District Engineering Supervisor

Date: 3/19/12

HAYS COUNTY, TEXAS

Executed and approved for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by Hays County, Texas.

By: _____
Authorized Signature

Title: _____

Date: _____

Attachment “A”

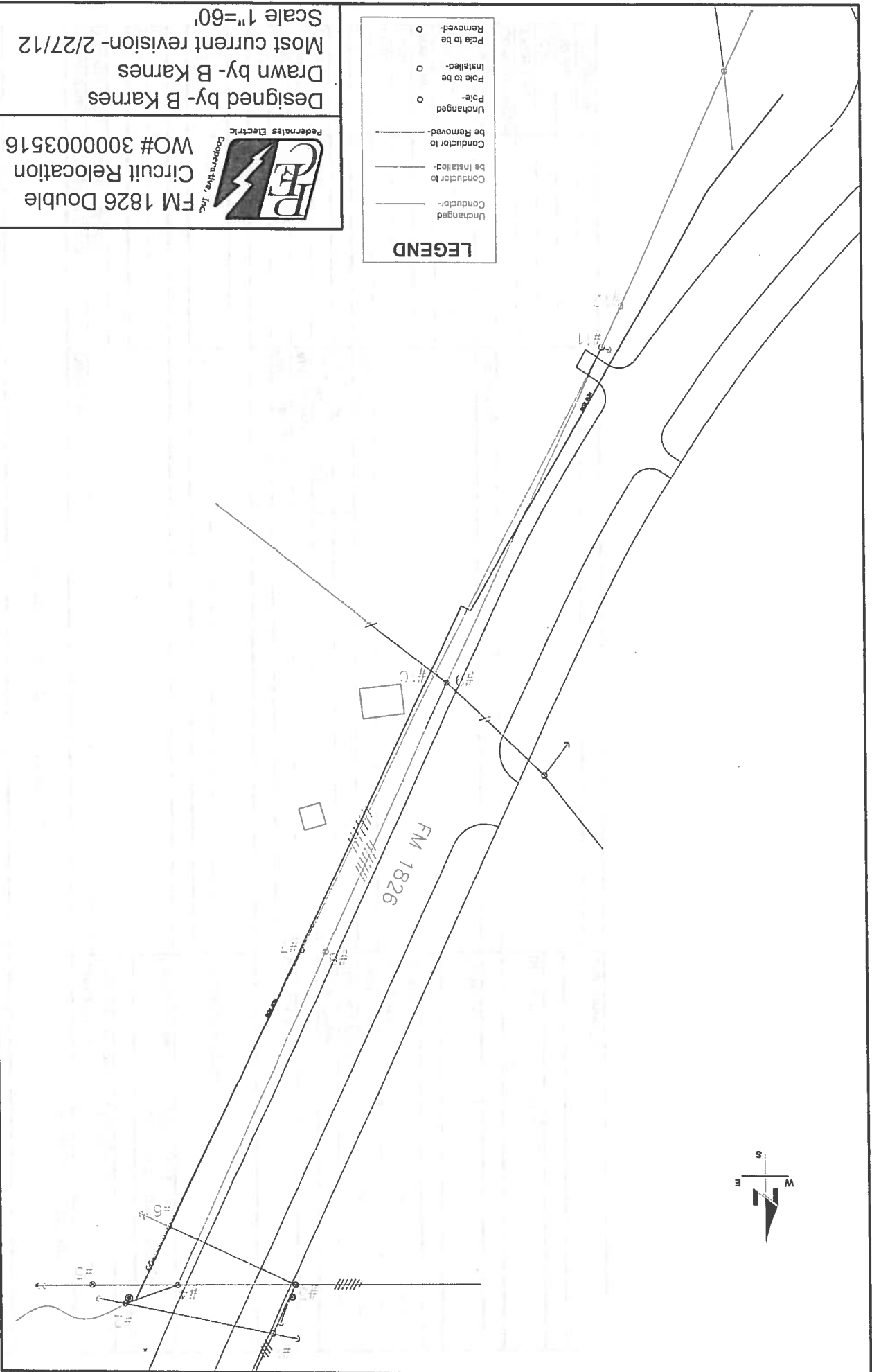
Plans, Specifications, and Estimate

Please see attached Plan & Specification Sheets, and Itemized Estimates

FM 1826 Double
 Circuit Relocation
 WO# 3000003516
 Designed by- B Karnes
 Drawn by- B Karnes
 Most current revision- 2/27/12
 Scale 1"=60'



- LEGEND**
- Unchanged Conductor- (solid line)
 - Conductor to be Installed- (dashed line)
 - Conductor to be Removed- (line with cross-ticks)
 - Pole- (circle with cross)
 - Pole to be Installed- (circle with cross and dot)
 - Pole to be Removed- (circle with cross and dot with slash)
 - Removed- (circle with cross and dot with slash and dot)





Pedernales Electric Cooperative

CONSTRUCTION PACKET - MAP SKETCH

Printed: 2/2/2012

X Coordinate: 3031087.8509813		Description:		Construction Measure Number: 10000765	
Y Coordinate: 10020599.9995419				Design Name: MR_RU40_TXDOT_1826_967 RELOCATE	
GPS N				Name & Address:	
GPS W					
County:		Job Site:			
City					
Substat:				USC Location:	
Feeder:		Date Letter Sent:			
Subdivision:		Amount Due:		Home Phone:	
Phase:		Date Payment Recd:		Business Phone:	
		Amount Recd:		Cell Phone:	
Sect:		Directions:		Appl Date:	
Lot:				Released:	
Block:				Staked By:	
One Call:					
One Call:					
1 Tel Co:					
Communication		Comments:			
Communication					
1 Gas Co:				Drawn By: I garza	
1 CATV:					
1 Water:					
1 Wastewater:		Eas Rec:		Completed By:	



Pedernales Electric Cooperative

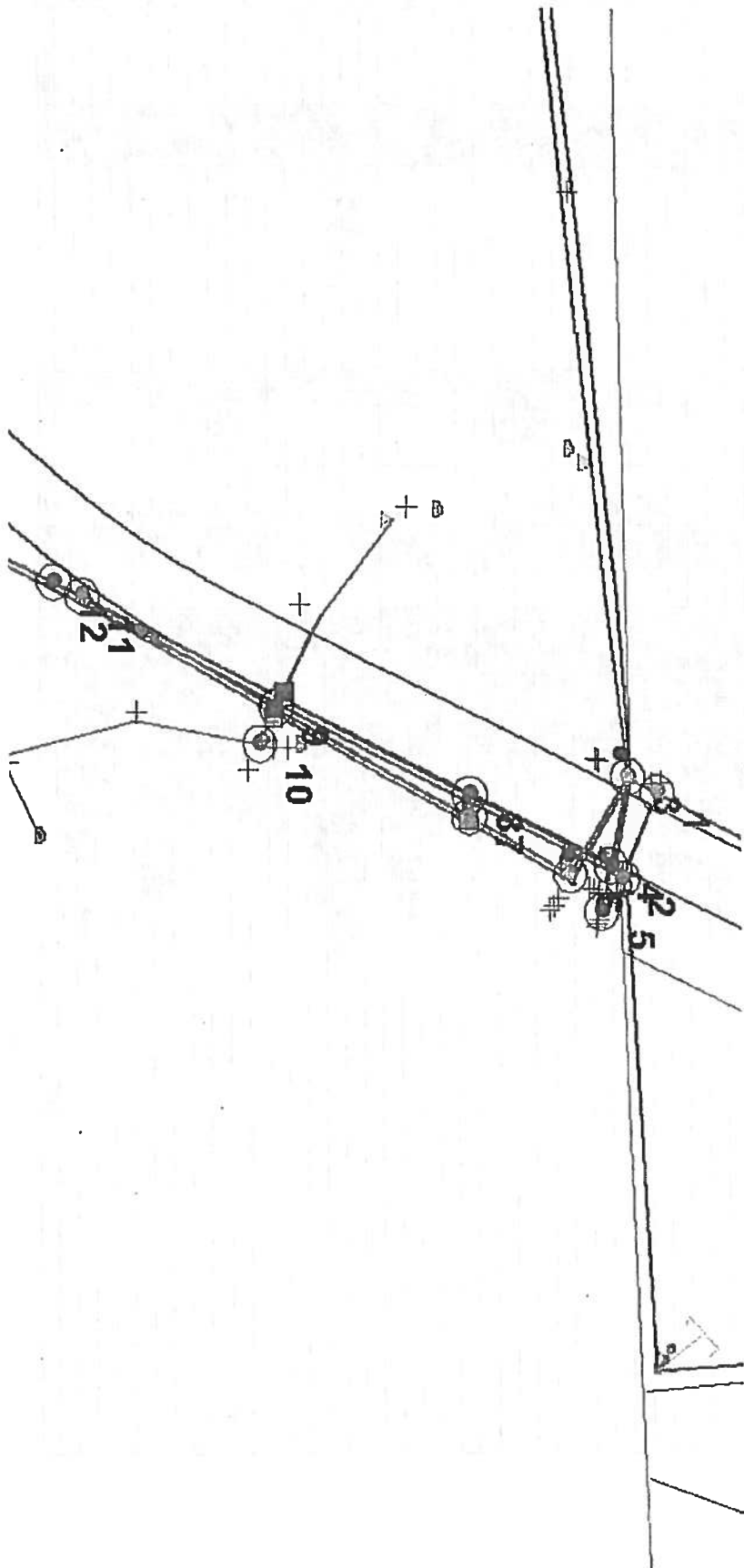
SAP Construction Measure Number:

10000765

CONSTRUCTION PACKET - MAP SKETCH

Printed:

2/2/2012





Pedernales Electric Cooperative

ASSEMBLY UNITS REPORT

CM: 10000765
Printed: 2/2/2012

Location	Location Name	Function	Unit	Quantity	Work Crew	Description	Comments
1	1	INSTALL	C1-3	1	Same	3ph Tangent Double Support with Saddle P	
1	1	INSTALL	C7-5	1	Same	3ph Deadend #1-0 ACSR #336 AAC OR #795 A	
1	1	INSTALL	E1-2	2	Same	Un-grounded Single Down Guy	
1	1	INSTALL	E3-10	2	Same	Guy Marker	
1	1	INSTALL	F1-4	1	Same	"Anchor 1" x 10' rod 16k-40k pound anch	
1	1	INSTALL	M2-2	1	Same	"Pole Ground Large Butt Plate for NESC	
1	1	INSTALL	M4-2-13	4	Same	Deadend Assembly #336	
1	1	INSTALL	M5-23.3.1	3	Same	Slitup Hot Line #336	
1	1	INSTALL	O336 AAC	105	Same	OH Conductor 336 Aluminum	
1	1	INSTALL	O336 AAC	315	Same	OH Conductor 336 Aluminum	
1	1	INSTALL	P50-1	1	Same	Pole Dist 50 Ft Class 1 Wood	
2	2	INSTALL	E1-2	2	Same	Un-grounded Single Down Guy	
2	2	INSTALL	E3-10	2	Same	Guy Marker	
2	2	INSTALL	F1-4	1	Same	"Anchor 1" x 10' rod 16k-40k pound anch	
2	2	INSTALL (LABOR ONLY)	C7-5	1	Same	3ph Deadend #1-0 ACSR #336 AAC OR #795 A	
2	2	REMOVE (LABOR ONLY)	C7-5	1	Same	3ph Deadend #1-0 ACSR #336 AAC OR #795 A	
3	3	INSTALL	A5-3	1	Same	1Ph Tap off an Existing Bolt	
3	3	INSTALL	A5-3N	2	Same	1Ph Tap off an Existing Bolt Less Neutra	
3	3	INSTALL	C7-8	1	Same	3ph Deadend 3-cond #795 AAC 10 Ft arms	
3	3	INSTALL	E1-3	1	Same	Un-grounded Double Down Guy	
3	3	INSTALL	E3-10	1	Same	Guy Marker	
3	3	INSTALL	F1-4	1	Same	"Anchor 1" x 10' rod 16k-40k pound anch	
3	3	INSTALL	M4-2-17	8	Same	Deadend Assembly #795	
3	3	INSTALL	O795 AAC	409	Same	OH Conductor 795 AAC	
3	3	INSTALL	O795 AAC	129	Same	OH Conductor 795 AAC	
3	3	INSTALL	O795 AAC	388	Same	OH Conductor 795 AAC	
3	3	REMOVE	C8-1	1	Same	3ph Double Deadend 4-cond	
3	3	REMOVE	M4-2-17	8	Same	Deadend Assembly #795	
3	3	REMOVE	O795 AAC	304	Same	OH Conductor 795 AAC	
3	3	REMOVE	O795 AAC	101	Same	OH Conductor 795 AAC	
3	3	REMOVE	O795 AAC	323	Same	OH Conductor 795 AAC	
4	4	REMOVE	A5-3N	2	Same	1Ph Tap off an Existing Bolt Less Neutra	
4	4	REMOVE	A5-4	1	Same	1Ph Tap off an Existing Bolt with Ridge	
4	4	REMOVE	C7-2N	2	Same	3ph Deadend #795 AAC Less Neutra	
4	4	REMOVE	E1-2	2	Same	Un-grounded Single Down Guy	
4	4	REMOVE	E1-3	2	Same	Un-grounded Single Down Guy	
4	4	REMOVE	E2-2	1	Same	Un-grounded Single Overhead Guy	
4	4	REMOVE	E2-3	2	Same	Un-grounded Double Overhead Guy	
4	4	REMOVE	E3-10	3	Same	Guy Marker	
4	4	REMOVE	F1-3	1	Same	"Anchor 3/4" x 8' rod 10k pound anchor	
4	4	REMOVE	F1-4	2	Same	"Anchor 1" x 10' rod 16k-40k pound anch	
4	4	REMOVE	G135	1	Same	1Phase Transformer Pre-mounted armaster	
4	4	REMOVE	G25DV	1	Same	Tran OH DV 120/240 25 1 Bush	

4	REMOVE	K18	1	Same	I.O. Service Assembly Eye Bolt	
4	REMOVE	M2-2	1	Same	*Pole Ground Large Butt Plate for NESC	
4	REMOVE	M5-2	3	Same	Pole top pin and insulator	
4	REMOVE	M5-23.1,2	1	Same	Slitup Hot Line #10 Fire-on	
4	REMOVE	O336 AAC	21	Same	OH Conductor 336 Aluminum	
4	REMOVE	O336 AAC	82	Same	OH Conductor 336 Aluminum	
4	REMOVE	O795 AAC	187	Same	OH Conductor 795 AAC	
4	REMOVE	O795 AAC	560	Same	OH Conductor 795 AAC	
4	REMOVE	O795 AAC	579	Same	OH Conductor 795 AAC	
4	REMOVE	P55-H1	1	Same	Pole Dist 55 Ft Class H1 Wood	
5	REMOVE	E1-1	1	Same	Grounded Single Down Guy	
5	REMOVE	E1-3	2	Same	Un-grounded Double Down Guy	
5	REMOVE	E3-10	3	Same	Guy Marker	
5	REMOVE	F1-3	1	Same	*Anchor 3/4" x 6' rod 10k pound anchor	
5	REMOVE	F1-4	2	Same	*Anchor 1" x 10' rod 16k-40k pound anch	
5	REMOVE	P40-3	1	Same	Pole Dist 40 Ft Class 3 Wood	
6	INSTALL	C7-7N	2	Same	3Ph Deadend #795 AAC Less Neutral	
6	INSTALL	C7-8	2	Same	3Ph Deadend 3-cond #795 AAC 10 Ft arms	
6	INSTALL	E1-3	6	Same	Un-grounded Double Down Guy	
6	INSTALL	E3-10	6	Same	Guy Marker	
6	INSTALL	F1-4	6	Same	*Anchor 1" x 10' rod 16k-40k pound anch	
6	INSTALL	M2-2,2	1	Same	Grounding Assembly Large Copper Plate W/	
6	INSTALL	M4-2-17	14	Same	Deadend Assembly #795	
6	INSTALL	M5-5	5	Same	Cross arm pin and insulator Drop in	
6	INSTALL	O795 AAC	137	Same	OH Conductor 795 AAC	
6	INSTALL	O795 AAC	410	Same	OH Conductor 795 AAC	
6	INSTALL	O795 AAC	424	Same	OH Conductor 795 AAC	
6	INSTALL	P55-H1	1	Same	Pole Dist 55 Ft Class H1 Wood	
6	REMOVE	M2-1	1	Same	Pole Ground Driven Ground Rod	
6	REMOVE	M8-10	1	Same	I.O. Meter Loop Underground Service	
6	REMOVE	O2 TP	52	Same	OH Service Conductor Triplex	
6	REMOVE	P30-5	1	Same	Pole Dist 30 Ft Class 5 Wood	
6	REMOVE (LABOR ONLY)	K18	1	Same	I.O. Service Assembly Eye Bolt	
7	INSTALL	C8-1	1	Same	3Ph Double Deadend 4-cond	
7	INSTALL	C8N	1	Same	3Ph Double Deadend or Medium Angle Less	
7	INSTALL	M2-2,2	1	Same	Grounding Assembly Large Copper Plate W/	
7	INSTALL	M4-2-17	14	Same	Deadend Assembly #795	
7	INSTALL	M5-23.1,3	6	Same	Slitup Hot Line #795 Fire-on 2/0 Bail	
7	INSTALL	O795 AAC	258	Same	OH Conductor 795 AAC	
7	INSTALL	O795 AAC	774	Same	OH Conductor 795 AAC	
7	INSTALL	P55-1	1	Same	Pole Dist 55 Ft Class 1 Wood	
7	INSTALL (LABOR ONLY)	VM5-6	6	Same	18kV Lightning Arrestor and Jumpers	
7	REMOVE (LABOR ONLY)	M3-16E	1	Same	ABS Vertical Extendo Stick Operated 900a	
8	REMOVE	C1-2N	1	Same	3Ph Tangent Single Support with Saddle P	
8	REMOVE	C9-3	1	Same	3Ph Tangent Single Support Any Conductor	
8	REMOVE	M2-2	1	Same	*Pole Ground Large Butt Plate for NESC	
8	REMOVE	M4-2-17	6	Same	Deadend Assembly #795	
8	REMOVE	M5-20	3	Same	Suspension Insulator	
8	REMOVE	O795 AAC	248	Same	OH Conductor 795 AAC	
8	REMOVE	O795 AAC	743	Same	OH Conductor 795 AAC	
8	REMOVE	O795 AAC	45	Same	OH Conductor 795 AAC	
8	REMOVE	O795 AAC	698	Same	OH Conductor 795 AAC	
8	REMOVE	P55-1	1	Same	Pole Dist 55 Ft Class 1 Wood	
9	INSTALL	A5-2	1	Same	1Ph Tap off of a Multi-Phase pole	

9	INSTALL	A5-3	1	Same	1Ph Tap off an Existing Bol	
9	INSTALL	C1-3N	1	Same	3Ph Tangent Double Support with Saddle P	
9	INSTALL	C9-2	1	Same	3Ph Tangent or Small Angle Dbl Support a	
8	INSTALL	E2-1	1	Same	Grounded Single Overhead Guy	
9	INSTALL	M2-2	1	Same	Grounding Assembly Large Copper Plate W/	
9	INSTALL	M3-1	1	Same	Fused Loadbreak Cutout	
9	INSTALL	M3-1	1	Same	Fused Loadbreak Cutout	
9	INSTALL	M4-1	4	Same	Deadend Assembly #4 or #1-0 ACSR	
9	INSTALL	O4 ACSR	115	Same	OH Conductor 4 ACSR	
9	INSTALL	O4 ACSR	115	Same	OH Conductor 4 ACSR	
9	INSTALL	O795 AAC	791	Same	OH Conductor 795 AAC	
9	INSTALL	O795 AAC	264	Same	OH Conductor 795 AAC	
9	INSTALL	O795 AAC	792	Same	OH Conductor 795 AAC	
9	INSTALL	P50-1	1	Same	Pole Dist 50 Ft Class 1 Wood	
9	REMOVE	A5-2	1	Same	1Ph Tap off of a Multi-Phase pole	
9	REMOVE	A5-2A	1	Same	1Ph Tap off a Multi-Phase pole existing	
9	REMOVE	C1-2N	1	Same	3Ph Tangent Single Support with Saddle P	
9	REMOVE	C9-3	1	Same	3Ph Tangent Single Support Any Conductor	
9	REMOVE	M2-2	1	Same	Pole Ground Large Butt Plate for NESC	
9	REMOVE	M3-2	1	Same	Fused Cutout & Arrestor Combination	
9	REMOVE	M3-2	1	Same	Fused Cutout & Arrestor Combination	
9	REMOVE	M5-23.1.2	1	Same	Slump Hot Line #1/0 Fire-on	
9	REMOVE	O4 ACSR	103	Same	OH Conductor 4 ACSR	
9	REMOVE	O4 ACSR	103	Same	OH Conductor 4 ACSR	
9	REMOVE	O795 AAC	897	Same	OH Conductor 795 AAC	
9	REMOVE	O795 AAC	300	Same	OH Conductor 795 AAC	
9	REMOVE	O795 AAC	900	Same	OH Conductor 795 AAC	
9	REMOVE	P55-1	1	Same	Pole Dist 55 Ft Class 1 Wood	
10	INSTALL	A4	1	Same	1Ph Large Angle	
10	INSTALL	E1-2	2	Same	Un-grounded Single Down Guy	
10	INSTALL	E3-10	2	Same	Guy Marker	
10	INSTALL	F1-3	1	Same	Anchor 3/4" x 8' rod 10k pound anchor	
10	INSTALL	G135	1	Same	1Phase Transformer Pre-mounted arrestor	
10	INSTALL	M4-2	1	Same	Pole Ground Large Butt Plate for NESC	
10	INSTALL	M4-2.1	4	Same	Deadend Assembly #4 or #1-0 ACSR	
10	INSTALL	M5-23.1.1	1	Same	Slump Hot Line #4 or #1/0	
10	INSTALL	P45-3	1	Same	Pole Dist 45 Ft Class 3 Wood	
10	INSTALL	ZM5-15B	1	Same	"18" 3 position fiberglass Standoff Bra	
10	INSTALL (LABOR ONLY)	G15DV	1	Same	Tran OH DV 120/240 15 1 Bush	
10	REMOVE	A4	1	Same	1Ph Large Angle	
10	REMOVE	E1-2	2	Same	Un-grounded Single Down Guy	
10	REMOVE	E3-10	2	Same	Guy Marker	
10	REMOVE	F1-3	2	Same	Anchor 3/4" x 8' rod 10k pound anchor	
10	REMOVE	G135	1	Same	1Phase Transformer Pre-mounted arrestor	
10	REMOVE	K18	1	Same	LO: Service Assembly Eye Bol	
10	REMOVE	M2-2	1	Same	Pole Ground Large Butt Plate for NESC	
10	REMOVE	M4-2.1	4	Same	Deadend Assembly #4 or #1-0 ACSR	
10	REMOVE	M5-23.1.1	1	Same	Slump Hot Line #4 or #1/0	
10	REMOVE	P45-3	1	Same	Pole Dist 45 Ft Class 3 Wood	
10	REMOVE	ZM5-15B	1	Same	"18" 3 position fiberglass Standoff Bra	
10	REMOVE	G15DV	1	Same	Tran OH DV 120/240 15 1 Bush	
10	REMOVE	P45-3	1	Same	Pole Dist 45 Ft Class 3 Wood	
10	REMOVE	ZM5-15B	1	Same	"18" 3 position fiberglass Standoff Bra	
10	REMOVE (LABOR ONLY)	G15DV	1	Same	Tran OH DV 120/240 15 1 Bush	
11	INSTALL	C1-3N	1	Same	3Ph Tangent Double Support with Saddle P	
11	INSTALL	C9-2	1	Same	3Ph Tangent or Small Angle Dbl Support a	
11	INSTALL	E1-2	2	Same	Un-grounded Single Down Guy	
11	INSTALL	E3-10	2	Same	Guy Marker	
11	INSTALL	F1-4	1	Same	Anchor 1" x 10' rod 10k-40k pound anch	

11	INSTALL	M2-2	1	Same	Grounding Assembly Large Copper Plate W/	
11	INSTALL	O795 AAC	223	Same	OH Conductor 795 AAC	
11	INSTALL	O795 AAC	670	Same	OH Conductor 795 AAC	
11	INSTALL	O795 AAC	663	Same	OH Conductor 795 AAC	
11	INSTALL	P50-1	1	Same	Pole Dist 50 Ft Class 1 Wood	
12	REMOVE	C1-2N	1	Same	3Ph Tangent Single Support with Saddle P	
12	REMOVE	C9-3	1	Same	3Ph Tangent Single Support Any Conductor	
12	REMOVE	M2-2	1	Same	Pole Ground Large Butt Plate for NESC	
12	REMOVE	O795 AAC	557	Same	OH Conductor 795 AAC	
12	REMOVE	O795 AAC	187	Same	OH Conductor 795 AAC	
12	REMOVE	O795 AAC	562	Same	OH Conductor 795 AAC	
12	REMOVE	P55-1	1	Same	Pole Dist 55 Ft Class 1 Wood	

Summary					
Unit	Function	Quantity	Description		
A4	INSTALL	1	1Ph Large Angle		
A4	REMOVE	1	1Ph Large Angle		
A5-2	INSTALL	1	1Ph Tap off of a Multi-Phase pole		
A5-2	REMOVE	1	1Ph Tap off of a Multi-Phase pole		
A5-2A	REMOVE	1	1Ph Tap off of a Multi-Phase pole existing		
A5-3	INSTALL	2	1Ph Tap off of an Existing Bolt		
A5-3N	INSTALL	2	1Ph Tap off of an Existing Bolt Less Neutral		
A5-3N	REMOVE	2	1Ph Tap off of an Existing Bolt Less Neutral		
A5-4	REMOVE	1	1Ph Tap off of an Existing Bolt with Ridge		
C1-2N	REMOVE	3	3Ph Tangent Single Support with Saddle P		
C1-3	INSTALL	1	3Ph Tangent Double Support with Saddle P		
C1-3N	INSTALL	2	3Ph Tangent Double Support with Saddle P		
C7-5	INSTALL	1	3Ph Deadend #1-0 ACSR #336 AAC OR #795 A		
C7-5	INSTALL (LABOR ONLY)	1	3Ph Deadend #1-0 ACSR #336 AAC OR #795 A		
C7-5	REMOVE (LABOR ONLY)	1	3Ph Deadend #1-0 ACSR #336 AAC OR #795 A		
C7-7N	INSTALL	2	3Ph Deadend #795 AAC Less Neutral		
C7-7N	REMOVE	2	3Ph Deadend #795 AAC Less Neutral		
C7-8	INSTALL	3	3Ph Deadend 3-cond #795 AAC 10 Ft arms		
C7-9	REMOVE	2	3Ph Deadend 4-cond #795 AAC 10 Ft arms		
C8-1	INSTALL	1	3Ph Double Deadend 4-cond		
C8-1	REMOVE	1	3Ph Double Deadend 4-cond		
C8N	INSTALL	1	3Ph Double Deadend or Medium Angle Less		
C9-2	INSTALL	2	3Ph Tangent or Small Angle DBI Support a		
C9-3	REMOVE	3	3Ph Tangent Single Support Any Conductor		
E1-1	REMOVE	1	Grounded Single Down Guy		
E1-2	INSTALL	8	Un-grounded Single Down Guy		
E1-2	REMOVE	3	Un-grounded Single Down Guy		
E1-3	INSTALL	7	Un-grounded Double Down Guy		
E1-3	REMOVE	4	Un-grounded Double Down Guy		
E2-1	INSTALL	1	Grounded Single Overhead Guy		
E2-2	REMOVE	1	Un-grounded Single Overhead Guy		
E2-3	REMOVE	2	Un-grounded Double Overhead Guy		
E3-10	INSTALL	15	Guy Marker		
E3-10	REMOVE	8	Guy Marker		
F1-3	INSTALL	1	Anchor 3/4" x 8' rod 10k pound anchor		
F1-3	REMOVE	4	Anchor 3/4" x 8' rod 10k pound anchor		
F1-4	INSTALL	10	Anchor 1" x 10' rod 16k-40k pound anch		
F1-4	REMOVE	4	Anchor 1" x 10' rod 16k-40k pound anch		
G135	INSTALL	1	1Phase Transformer Pre-mounted arrester		
G135	REMOVE	2	1Phase Transformer Pre-mounted arrester		

G15DV	INSTALL (LABOR ONLY)	1	Tran OH DV 120/240 15 1 Bush
G15DV	REMOVE (LABOR ONLY)	1	Tran OH DV 120/240 15 1 Bush
G25DV	REMOVE	1	Tran OH DV 120/240 25 1 Bush
K18	REMOVE	2	LO: Service Assembly Eye Bolt
K18	REMOVE (LABOR ONLY)	1	LO: Service Assembly Eye Bolt
M2-1	REMOVE	1	Pole Ground Driven Ground Rod
M2-2	INSTALL	2	"Pole Ground Large Butt Plate for NESC
M2-2	REMOVE	5	"Pole Ground Large Butt Plate for NESC
M2-2.2	INSTALL	4	Grounding Assembly Large Copper Plate w/
M3-1.1	INSTALL	2	Fused Loadbreak Cutout
M3-16E	INSTALL (LABOR ONLY)	1	ABS Vertical Extendo Stick Operated 900a
M3-16E	REMOVE (LABOR ONLY)	1	ABS Vertical Extendo Stick Operated 900a
M3-2	REMOVE	2	Fused Cutout & Arrestor Combination
M4-2-11	INSTALL	6	Deadend Assembly #4 or #1-0 ACSR
M4-2-11	REMOVE	4	Deadend Assembly #4 or #1-0 ACSR
M4-2-13	INSTALL	4	Deadend Assembly #336
M4-2-17	INSTALL	36	Deadend Assembly #795
M4-2-17	REMOVE	14	Deadend Assembly #795
M5-2	REMOVE	3	Pole top pin and insulator
M5-20	REMOVE	3	Suspension Insulator
M5-23.1.1	INSTALL	1	Stirrup Hot Line #4 or #1/0
M5-23.1.1	REMOVE	1	Stirrup Hot Line #4 or #1/0
M5-23.1.2	REMOVE	2	Stirrup Hot Line #1/0 Fire-on
M5-23.3.1	INSTALL	3	Stirrup Hot Line #336
M5-5	INSTALL	6	Stirrup Hot Line #795 Fire-on 2/0 Ball
M5-5	REMOVE	5	Cross arm pin and insulator Drop In
M6-10	REMOVE	1	LO: Meter Loop Underground Service
O2 TP	REMOVE	52	OH Service Conductor Triplex
O336 AAC	INSTALL	419	OH Conductor 336 Aluminum
O336 AAC	REMOVE	83	OH Conductor 336 Aluminum
O4 ACSR	INSTALL	230	OH Conductor 4 ACSR
O4 ACSR	REMOVE	206	OH Conductor 4 ACSR
O795 AAC	INSTALL	7110	OH Conductor 795 AAC
O795 AAC	REMOVE	7192	OH Conductor 795 AAC
P30-5	REMOVE	1	Pole Dist 30 Ft Class 5 Wood
P40-3	REMOVE	1	Pole Dist 40 Ft Class 3 Wood
P40-5	REMOVE	1	Pole Dist 40 Ft Class 5 Wood
P45-3	INSTALL	1	Pole Dist 45 Ft Class 3 Wood
P50-1	INSTALL	3	Pole Dist 50 Ft Class 1 Wood
P55-1	INSTALL	1	Pole Dist 55 Ft Class 1 Wood
P55-1	REMOVE	3	Pole Dist 55 Ft Class 1 Wood
P55-H1	INSTALL	1	Pole Dist 55 Ft Class H1 Wood
P55-H1	REMOVE	1	Pole Dist 55 Ft Class H1 Wood
VM5-8	INSTALL	6	18kV Lightning Arrestor and Jumpers
ZM5-15B	INSTALL	1	"18" 3 position fiberglass Standoff Bra
ZM5-15B	REMOVE	1	"18" 3 position fiberglass Standoff Bra



P.O. Box 1 Johnson City, Texas 78636-0001
(830) 868-7155 / 1-888-554-4732
www.pec.coop

STATEMENT OF ESTIMATED CHARGES

Mail to:

Pedernales Electric Co-op - Oak Hill
9115 Circle Dr
Austin TX 78736
Attn: District Planning Department

Estimate is good for 90 days from the date on this quotation.
Amount must be received before work will be scheduled.

Fax :

Make check payable to:

Pedernales Electric Cooperative, Inc.

Bill to:

Address of the Bill to Party:

HAYS COUNTY
AUDITORS OFFICE
111 E SAN ANTONIO SUITE 100
SAN MARCOS TX 78666

Customer # : 902002
Quotation # : 20000828
Date : 03/01/2012
Notification # : 10000802
CU Design # : 10000765

Physical Address : FM1826 AND FM967
of Work Location :

Quantity	Description	Total
1	Material Cost	20,388.51
1	Labor Cost	28,213.56
1	OH contractor Serv - <i>SURVEY</i>	2,025.00
1	Overhead Cost	66,654.74
Sub Total		117,281.81
Tax		0.00
Total Due Upon Receipt		\$117,281.81

Note:

Relocation of existing lines at FM 967 and FM 1826

- Remit payment to the above address.
- Please include the notification # on your check.
- If you have any questions, please contact the District Planning Department at 1-888-554-4732.
- PEC Contact: Laurie Whipple x 7921

FM 1826 Relocation Cost
Itemized at the Construction Unit Level

Operations/Items	Total Value	Labor	Material	Labor Hours
0010 Operation for time entry	0	0	0	0
0020 0020 CUI 000002 CU	0	0	0	0
0030 0030 CUI 000003 CU A4	96.77	72.47	24.3	4.1
0040 0040 CUI 000004 CU A4	41.41	41.41	0	1.2
0050 0050 CUI 000005 CU A5-2	96.39	65.57	30.82	5.9
0060 0060 CUI 000006 CU A5-2	37.96	37.96	0	1.1
0070 0070 CUI 000007 CU A5-2A	31.06	31.06	0	0.9
0080 0080 CUI 000008 CU A5-3	141.15	103.53	37.62	7
0090 0090 CUI 000009 CU A5-3N	120.44	82.82	37.62	6.4
0100 0100 CUI 000010 CU A5-3N	48.31	48.31	0	1.4
0110 0110 CUI 000011 CU A5-4	37.96	37.96	0	1.1
0120 0120 CUI 000012 CU C1-2N	93.18	93.18	0	2.7
0130 0130 CUI 000013 CU C1-3	329.23	100.08	229.15	24.9
0140 0140 CUI 000014 CU C1-3N	609.71	158.75	450.96	44.6
0150 0150 CUI 000015 CU C7-5	350.87	151.84	199.03	9.4
0160 0160 CUI 000016 CU C7-5	151.84	151.84	0	4.4
0170 0170 CUI 000017 CU C7-5	82.82	82.82	0	2.4
0180 0180 CUI 000018 CU C7-7N	621.04	220.86	400.18	14.4
0190 0190 CUI 000019 CU C7-7N	124.24	124.24	0	3.6
0200 0200 CUI 000020 CU C7-8	1927.06	755.77	1171.29	36.9
0210 0210 CUI 000021 CU C7-9	296.79	296.79	0	8.6
0220 0220 CUI 000022 CU C8-1	500.17	310.59	189.58	23
0230 0230 CUI 000023 CU C8-1	172.55	172.55	0	5
0240 0240 CUI 000024 CU C8N	393.19	234.67	158.52	20.8
0250 0250 CUI 000025 CU C9-2	826.82	207.06	619.76	54
0260 0260 CUI 000026 CU C9-3	113.88	113.88	0	3.3
0270 0270 CUI 000027 CU E1-2	631.13	303.69	327.44	128.8
0280 0280 CUI 000028 CU E1-2	82.82	82.82	0	2.4
0290 0290 CUI 000029 CU E1-3	1089.85	314.04	775.81	226.1
0300 0300 CUI 000030 CU E1-3	62.12	62.12	0	1.8
0310 0310 CUI 000031 CU E2-1	101.87	79.37	22.5	22.3
0320 0320 CUI 000032 CU E2-2	44.86	44.86	0	1.3
0330 0330 CUI 000033 CU E2-3	89.73	89.73	0	2.6
0340 0340 CUI 000034 CU E3-10	446.22	414.12	32.1	27
0350 0350 CUI 000035 CU E3-10	86.28	86.28	0	2.5
0360 0360 CUI 000036 CU F1-3	82.35	58.67	23.68	3.7
0370 0370 CUI 000037 CU F1-3	51.77	51.77	0	1.5
0380 0380 CUI 000038 CU F1-4	2463.54	1863.54	600	74
0390 0390 CUI 000039 CU F1-4	124.24	124.24	0	3.6
0400 0400 CUI 000040 CU G135	90.06	17.26	72.8	5.5
0410 0410 CUI 000041 CU G135	27.61	27.61	0	0.8
0420 0420 CUI 000042 CU G15DV	179.45	179.45	0	5.2
0430 0430 CUI 000043 CU G15DV	93.18	93.18	0	2.7
0440 0440 CUI 000044 CU G25DV	93.18	93.18	0	2.7
0450 0450 CUI 000045 CU K18	20.71	20.71	0	0.6
0460 0460 CUI 000046 CU M2-2	282.43	48.31	234.12	59.4

FM 1826 Relocation Cost
Itemized at the Construction Unit Level

0470	0470 CUI 000047 CU M2-2	86.28	86.28	0	2.5
0480	0480 CUI 000048 CU M2-2.2	710.84	138.04	572.8	140
0490	0490 CUI 000049 CU M3-1.1	270.97	89.73	181.24	6.6
0500	0500 CUI 000050 CU M3-16E	721.26	721.26	0	20.9
0510	0510 CUI 000051 CU M3-16E	403.77	403.77	0	11.7
0520	0520 CUI 000052 CU M3-2	55.22	55.22	0	1.6
0530	0530 CUI 000053 CU M42-11	265.02	220.86	44.16	14.4
0540	0540 CUI 000054 CU M42-11	55.22	55.22	0	1.6
0550	0550 CUI 000055 CU M42-13	144.27	110.43	33.84	7.2
0560	0560 CUI 000056 CU M42-17	1525.25	993.89	531.36	64.8
0570	0570 CUI 000057 CU M42-17	193.26	193.26	0	5.6
0580	0580 CUI 000058 CU M5-2	31.06	31.06	0	0.9
0590	0590 CUI 000059 CU M5-20	41.41	41.41	0	1.2
0600	0600 CUI 000060 CU M5-23.1.1	31.39	17.26	14.13	1.5
0610	0610 CUI 000061 CU M5-23.1.1	6.9	6.9	0	0.2
0620	0620 CUI 000062 CU M5-23.1.2	20.71	20.71	0	0.6
0630	0630 CUI 000063 CU M5-23.3.1	99.77	51.77	48	4.5
0640	0640 CUI 000064 CU M5-23.7.3	362.01	103.53	258.48	9
0650	0650 CUI 000065 CU M5-5	185.78	86.28	99.5	12.5
0660	0660 CUI 000066 CU O336 AAC	460.56	241.57	218.99	139.72
0670	0670 CUI 000067 CU O336 AAC	28.64	28.64	0	0.83
0680	0680 CUI 000068 CU O4 ACSR	62.19	39.69	22.5	16.56
0690	0690 CUI 000069 CU O4 ACSR	23.71	23.71	0	0.687
0700	0700 CUI 000070 CU O795 AAC	2411.79	1264.1	1147.69	781.884
0710	0710 CUI 000071 CU O795 AAC	2411.79	1264.1	1147.69	781.884
0720	0720 CUI 000072 CU O795 AAC	2411.79	1264.1	1147.69	781.884
0730	0730 CUI 000073 CU O795 AAC	2411.79	1264.1	1147.69	781.884
0740	0740 CUI 000074 CU O795 AAC	2411.79	1264.1	1147.69	781.884
0750	0750 CUI 000075 CU O795 AAC	2411.79	1264.1	1147.69	781.884
0760	0760 CUI 000076 CU O795 AAC	2411.79	1264.1	1147.69	781.884
0770	0770 CUI 000077 CU O795 AAC	272.79	142.97	129.82	88.441
0780	0780 CUI 000078 CU O795 AAC	746.97	746.97	0	21.645
0790	0790 CUI 000079 CU O795 AAC	746.97	746.97	0	21.645
0800	0800 CUI 000080 CU O795 AAC	746.97	746.97	0	21.645
0810	0810 CUI 000081 CU O795 AAC	746.97	746.97	0	21.645
0820	0820 CUI 000082 CU O795 AAC	746.97	746.97	0	21.645
0830	0830 CUI 000083 CU O795 AAC	746.97	746.97	0	21.645
0840	0840 CUI 000084 CU O795 AAC	386.58	386.58	0	11.202
0850	0850 CUI 000085 CU P40-5	65.57	65.57	0	1.9
0860	0860 CUI 000086 CU P45-3	529.96	138.04	391.92	5
0870	0870 CUI 000087 CU P50-1	2509.44	507.3	2002.14	17.7
0880	0880 CUI 000088 CU P55-1	974	210.51	763.49	7.1
0890	0890 CUI 000089 CU P55-1	352	352	0	10.2
0900	0900 CUI 000090 CU P55-H1	1338.45	210.51	1127.94	7.1
0910	0910 CUI 000091 CU P55-H1	117.33	117.33	0	3.4
0920	0920 CUI 000092 CU VM5-6	415.85	165.65	250.2	22.8
0930	0930 CUI 000093 CU ZM5-15B	68.3	41.41	26.89	2.2

FM 1826 Relocation Cost
Itemized at the Construction Unit Level

0940	0940 CUI 000094 CU ZM5-15B	24.16	24.16	0	0.7
0950	0950 CUI 000095 CU	0	0	0	0
0960	0960 CUI 000096 CU E1-1	27.61	27.61	0	0.8
0970	0970 CUI 000097 CU E1-3	62.12	62.12	0	1.8
0980	0980 CUI 000098 CU E3-10	51.77	51.77	0	1.5
0990	0990 CUI 000099 CU F1-3	17.26	17.26	0	0.5
1000	1000 CUI 000100 CU F1-4	124.24	124.24	0	3.6
1010	1010 CUI 000101 CU K18	10.35	10.35	0	0.3
1020	1020 CUI 000102 CU M2-1	17.26	17.26	0	0.5
1030	1030 CUI 000103 CU M8-10	51.77	51.77	0	1.5
1040	1040 CUI 000104 CU O2 TP	17.95	17.95	0	0.52
1050	1050 CUI 000105 CU O795 AAC	508.44	508.44	0	14.733
1060	1060 CUI 000106 CU P30-5	55.22	55.22	0	1.6
1070	1070 CUI 000107 CU P40-3	65.57	65.57	0	1.9
	<i>LABOR & MATERIAL OVERHEADS</i>	66654.74	62067.31	4587.43	0
	Operations	115256.81	90280.87	24975.94	7136.751



STAUDT SURVEYING, INC.

P.O. Box 1273
Dripping Springs, TX 78620

Invoice

Date	Invoice #
2/7/2012	12004

512-858-2236 FAX # 512-858-2455

E-mail smstaudt@austin.rr.com

Bill To
Pedernales Electric Cooperative, Inc. Attn: Brady Karnes District Engineering Supervisor 9115 Circle Dr Austin, TX 78736

Project
12004

Description	Hrs/No.	Date	Amount
Field Time - 2 man crew	6	1/10/2012	750.00
Field Time - 2 man crew	1	1/16/2012	125.00
Research, Calculations & Drafting	2	1/23/2012	150.00
Field Time - 2 man crew	4	1/26/2012	500.00
Research, Calculations & Drafting	2	1/31/2012	150.00
Research, Calculations & Drafting	2	2/1/2012	150.00
RPLS Office Time	2	2/2/2012	200.00
Utility Easement out of the Freelove Woody Survey No. 23, A-20, Hays County, Texas - Scott Roberts Property			
INVOICES NOT PAID WITHIN 30 DAYS ARE SUBJECT TO A FINANCE CHARGE OF 1% PER MONTH (12% PER ANNUM)			
Subtotal			\$2,025.00
Sales Tax (8.25%)			\$0.00
Total			\$2,025.00

Attachment “B”

Utility’s Accounting Method

For this project, the Utility selects the following method for developing utility relocation costs;

- ☒ **Actual Cost Method of Accounting:** Utility Accumulates costs under work order accounting procedures prescribed by the Federal or State regulatory body; and the utility proposes to request reimbursement for actual direct and related indirect costs.
- ☐ **Alternate Method of Accounting:** Utility Accumulates costs under work order accounting procedure developed by the utility and approved by the State; the utility proposes to request reimbursement for actual direct and related indirect costs; and the utility is a municipality.
- ☐ **Lump Sum Method of Accounting:** Utility proposes to request reimbursement based upon an agreed lump sum amount supported by a detailed cost analysis.

Attachment “C”

Utility’s Schedule of Work and Estimated Date of Completion

The following scheduling are projections upon the receipt of an executed agreement from Hays County:

Start Date: Approximately 2 weeks after fully executed agreements are received

Construction Days: Approximately 4 weeks

Estimated Date of Completion: Approximately 6 weeks after fully executed agreements are received

Attachment "D"

Statement Covering Contract Work

All Construction activities on this relocation project will be performed by internal Pedernales Electric Cooperative crews. No contractors will be used in the completion of this project.



Attachment “F”

Eligibility Ratio

RM 1826 @ RM 967
PEC ELIGIBILITY RATIO CALCULATIONS

Sheet	Utility	In ROW (No. Poles)	In Easement (No. Poles)
1	Power Poles	0	3
Total		0	3

Eligibility Ratio=	100.00%
---------------------------	----------------

Attachment “G”

Betterment Calculations and Estimate

There is no betterment on this project.

Attachment “H”

Proof of Property Interests

UTILITY EASEMENT

COPY

THE STATE OF TEXAS

COUNTY OF HAYS

§
§ KNOW ALL MEN BY THESE PRESENTS:
§

That MASA SCOTT ROBERTS for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Johnson City, Texas, have granted, sold, and conveyed and by these presents does grant, sell, and convey unto Pedernales Electric Cooperative, Inc. an easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal and other materials, telephone and telegraph wires and cables, props and guys), over and across the following described lands located in Hays County, Texas, to-wit:

44.2321 acres of land out of the Freeloove Woody Survey in Hays County, Texas, being a portion of that certain 100 acre tract of land conveyed to W. T. Roberts, et ux, by J. O. Wilhelm, et ux, by Deed recorded in Book 63, Page 419, Deed Records of Hays County, Texas. Said property being more particularly described by metes and bounds on Instrument recorded in Volume 301, Page 865, filed with the official Property Records of Hays County, Texas.

Location of the right-of-way and easement hereby conveyed shall be limited to a strip of land twenty (20) feet in width along and adjacent to the eastern right-of-way edge of FM 1826 and FM 967 as illustrated on Exhibits "A" and "B", attached hereto and incorporated herein for all pertinent purposes.

Together with the right of ingress and egress over our adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And I do hereby bind myself, my heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc. their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this 23rd day of January, 2006.


Masa Scott Roberts (AKA M. Scott Roberts)

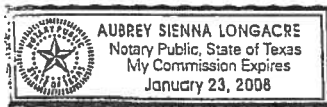
(NOTARIZE ON BACK)

THE STATE OF TEXAS

YAC
COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared
MASA SCOTT ROBERTS, known to me to be the person whose name is subscribed to
the foregoing instrument and acknowledged to me that he executed the same for the
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of
January, 2006.



Aubrey Sienna Longacre
Notary Public in and for
The State of Texas

(See Exhibit "A")

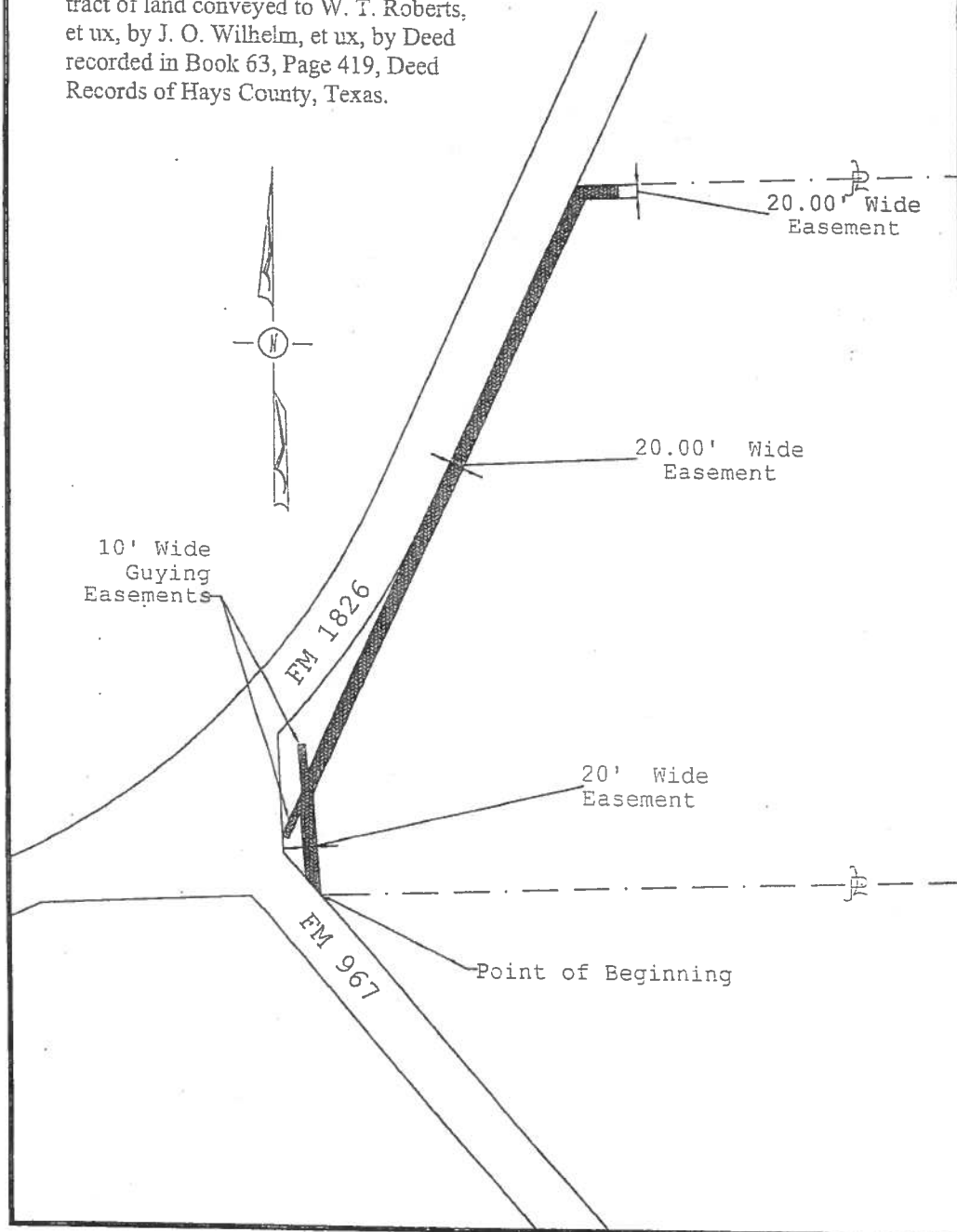
Please Return to:

David S. Nelson
Pedernales Electric Cooperative
P. O. Box 750
Marble Falls, Texas 78654

GRANTOR Masa Scott Roberts

44.2321 acres of land out of the Freelove Woody Survey in Hays County, Texas, being a portion of that certain 100 acre tract of land conveyed to W. T. Roberts, et ux, by J. O. Wilhelm, et ux, by Deed recorded in Book 63, Page 419, Deed Records of Hays County, Texas.

Bk Vol Ps
06003063 DPR 2858 523



PEDERNALES ELECTRIC COOPERATIVE, INC.
JOHNSON CITY, TEXAS

EXHIBIT A

SCALE 1" = 200'

DATE 1/23/06

GRANTOR

Masa Scott Roberts

Pedernales Electric Cooperative, Inc.

Exhibit B

Metes and bounds description of an electric utility easement on the M. Scott Roberts property in Hays County, Texas. 44.2321 acres of land out of the Freelove Woody Survey in Hays County, Texas, being a portion of that certain 100 acre tract of land conveyed to W. T. Roberts, et ux, by J. O. Wilhelm, et ux, by Deed recorded in Book 63, Page 419, Deed Records of Hays County, Texas. Said property being more particularly described by metes and bounds on Instrument recorded in Volume 301, Page 865, filed with the official Property Records of Hays County, Texas.

Beginning at the property's Southwest corner, said corner being in the northeast right-of-way of FM 967;

Thence leaving said right-of-way of FM 967
N 3°25'47" W 149.92 feet;

Thence N 26°22'0" E 967.31 feet;

Thence S 89°21'23" W 47.74 feet;

Thence N 0°38'37" W 20.00 feet;

Thence S 89°21'23" W 60.00 feet to the east right-of-way of FM 1826;

Thence following the right-of-way of FM 1826 S 26°22'00" W 541.60 feet;

Thence leaving the right-of-way of FM 1826 S 26°22'00" W 411.08 feet;

Thence N 3°25'47" W 41.14 feet;

Thence S 86°34'13" W 10.00 feet;

Thence S 3°25'47" E 68.67 feet;

Thence S 26°22'0" W 70.41 feet;

Thence S 63°38'0" E 10.00 feet;

Thence N 26°22'0" E 42.88 feet;

Thence S 3°25'37" E 98.42 feet;

Thence S 40°19'38" E 33.31 feet to the point of beginning.

Filed for Record in:
Hays County
On: Feb 02:2006 at 02:27P
Document Number: 06003063
Amount: 28.00
Receipt Number - 140790
By:
Olga Martinez, Deputy
Lee Carlisle, County Clerk
Hays County



Amendment Request Application
Online version 4/2006

Approved X Rejected

On 2/8/2012

By Gary Morris

Amendment Request #1

To : The Texas Transportation Commission
c/o District Engineer
Texas Department of Transportation
Austin District, Texas

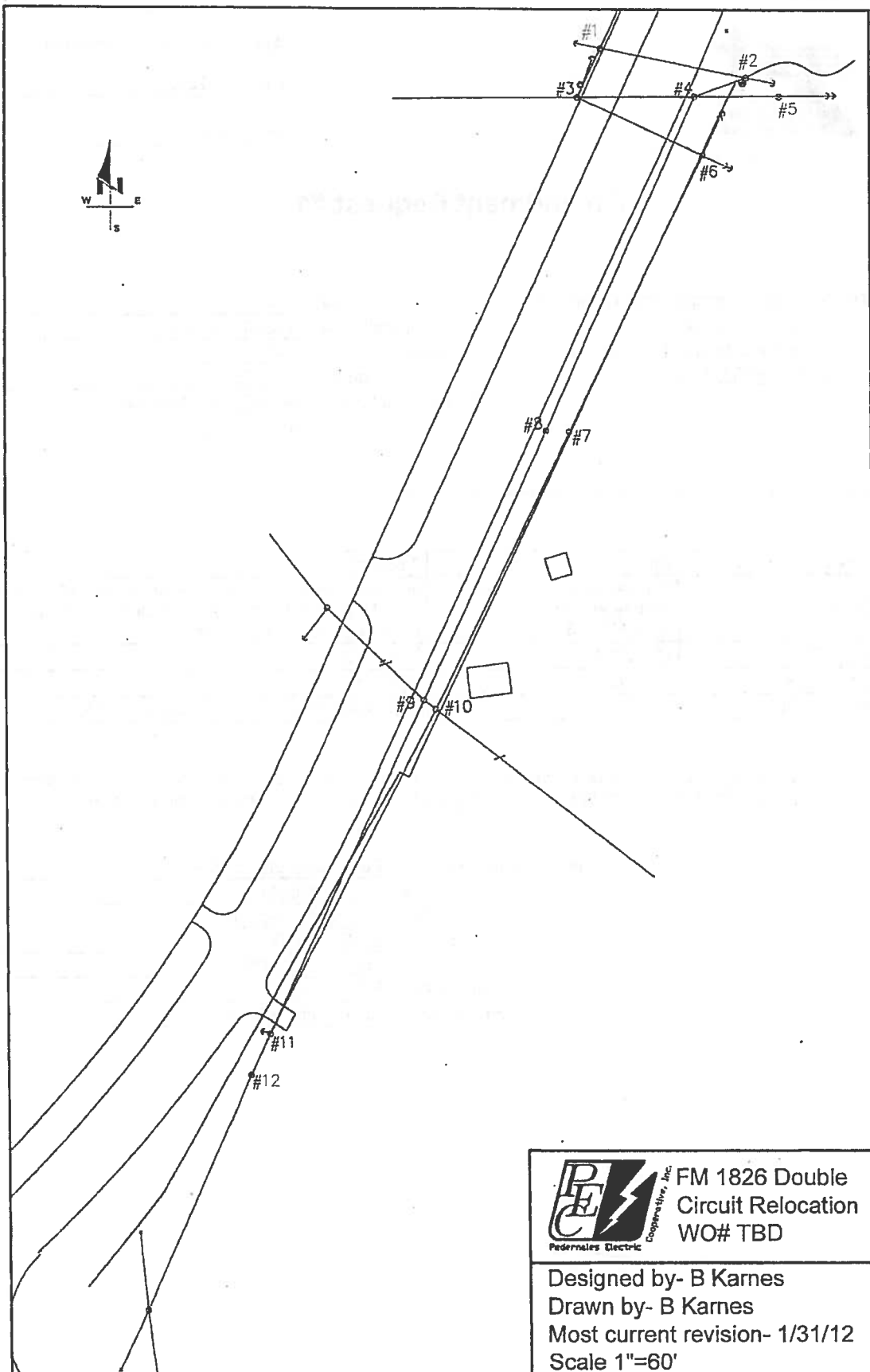
Date 2/8/2012
Application No. AUS20111006103314
District App. No. 006
Highway RM 1826
Maintenance Section Hays Co Maintenance
County Hays

We request to amend the proposed utility facility installation as described below:

Changed Item(s)	Old	Revised
Description	Relocating existing lines at the intersection of FM 967 and FM 1826	Relocating existing lines at the intersection of FM 967 and FM 1826 Submitting an additional design map. The design has changed slightly.
Begin Date	11/1/2011	2/10/2012
Finish Date	12/1/2011	4/10/2012
Attachment file(s)		FM 967 AND FM 1826 RELOC.pdf (37.2 KB)

All other requirements and provisions remain the same. If this amendment is approved, a copy will be kept at the job site at all times, along with the Notice of Proposed Installation and corresponding approval.

Utility Installation Owner Pedernales Electric Coop
By Laurie Whipple
Title Engineering Agent
Address 9115 Circle Dr
 Austin, TX 78736
Phone No. 512-394-9136
E-mail address laurie.whipple@peci.com



Approval Form
Online version 11/2005

APPROVAL

To Laurie Whipple

Pedernales Electric Coop9115 Circle DrAustin, TX 78736Date 10/7/2011Application No. AUS20111006103314District App. No. 006Highway RM 1826Control Section 175402Maintenance Section Hays Co MaintenanceCounty Hays

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. AUS20111006103314 (District Application No. 006) dated 10/7/2011 and accompanying documentation, except as noted below.

APPROVED

When installing utility lines on controlled access highways, your attention is directed to governing laws, especially to Texas Transportation Code, Title 6, Chapter 203, pertaining to Modernization of State Highways; Controlled Access Highways. Access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to an intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for normal service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for convenience and safety of highway traffic.

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

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

If construction has not started within six (6) months of the date of this approval, the approval will automatically expire and you will be required to submit a new application. You are also requested to notify this office prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that we may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up. These specifications are intended to preserve our considerable investment in highway planting and beautification, by reducing damage due to trimming.

Special Provisions:**POWER OR COMMUNICATIONS TxDOT SPECIAL PROVISIONS GREEN 3-15**

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of work days and traffic control plans. Use the UIR website for the 48-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval, the Notice of Proposed Installation, and any approved amendments at the job site at all times.

	Texas Department of Transportation
By	<u>Gary Morris</u>
Title	<u>Engineering Tech</u>
District	<u>Austin</u>

SPECIAL PROVISIONS FOR THE INSTALATION OF POWER AND COMMUNICATION LINES

Texas Department of Transportation Permit Office
7901 N. IH35 Bldg.4 Austin, TX 78753
Phone: 512-832-7042 Fax: 512-832-7314
E-mail: jblack4@dot.state.tx.us

The contractor performing the utility installation work will be held responsible for verifying the existence of all utility lines within the right of way (ROW) prior to performing ground work such as, but not limited to: trenching, digging or boring. If there are any traffic signals or street lighting within 1000' of the approved assignment, the contractor must notify TX Dot's Traffic Signal Dept at 512- 832- 7200 for a cable locate. One Call will not locate utility lines that operate traffic signals, flashing beacons, or street lighting, belonging to TxDOT. It will be the contractor's responsibility to check with TxDOT before doing ground work that may damage these existing facilities. If any TxDOT traffic signal or street lighting system becomes damaged, the contractor must notify TxDOT immediately to coordinate repairs.

The applicant will be responsible for the safety and convenience of the traveling public at all times, and shall meet all applicable requirements of the "Texas Manual on Uniform Traffic Control Devices" to view this online: <http://www.dot.state.tx.us/insdotdot/orgchart/cmd/cserve/standard/toc.htm> as well as any special TxDOT recommendations and requirements.

In work areas, where construction equipment might have direct contact with the roadway, it will be the responsibility of the contractor, and or utility company performing the work to keep the roadways clean and free of debris at all times. Any mud and or debris must be removed from the road immediately. Work must be suspended in inclement weather until the road surface becomes dry.

Utility companies or their contractors may work on TxDOT right of way (ROW) during daylight hours Monday thru Friday. No utility construction work will be allowed after dark or Saturdays and Sundays unless the contractor has written permission from TxDOT personnel reflected on the approved copy permit.

The **minimum** clearance's for aerial lines within the state ROW are as follows:

Communication and CATV lines shall be eighteen feet 18'.

Power lines twenty-two feet 22'.

Bridges and roadways with grade separation require thirty feet 30'.

All poles, cable closures, and risers for underground utilities shall be located within eighteen inches (18") of the right-of-way line.

No guy wires shall be set in the right-of-way farther than three feet (3') from the property line.

Pole installations shall not exceed twenty-four inches (24") from the right-of-way line to the centerline of pole. The base of the pole and or where the pole enters the ground should not exceed 36".

Damaged or missing monuments, signs, or right-of-way markers, must be repaired or replaced at the expense of the utility company or their contractor. If this work is not done within a timely manner and to our standards, TxDOT will correct the deficiency and bill the utility for all associated expenses incurred.

Revised 04/13/2006

REQUIREMENTS FOR INSTALLATION OF UTILITIES WITHIN THE STATE RIGHT OF WAY

Texas Department of Transportation Permit Office
7901 N. IH35 Bldg. 4 Austin, TX 78753
Phone: 512-832-7042 Fax: 512-832-7314
E-mail: jblack4@dot.state.tx.us

This Hand-out should be given to the people working in the field to review prior to working within the state right of way. A copy of the approved TxDOT permit should be kept on hand at all times.

Before Starting Work

The contractor will need to notify TxDOT 48 hours prior to working within the Right of Way (ROW). Depending on the scope of work, the contractor may be required to schedule a pre-construction meeting with TxDOT before working in the Right Of Way. The contact person's name will be reflected on the lower left-hand side of the approved permit. It will be the responsibility of the contractor to verify the existence of any utility lines within the ROW prior to working in the right of way. Please note: If there are traffic signals or street lighting within 1000' of your approved assignment the contractor will need to notify the TxDOT Traffic Signal Dept. at 512-832-7054 to locate utility lines owned and maintained by TxDOT. **One Call will not locate utility lines that belong to TxDOT.**

Working Hours for Utility Construction

Utility Companies and / or their contractors can work within the right of way (ROW) during daylight hours between 6:00AM and 7:00PM Monday thru Friday. No construction work within the state ROW will be allowed on Saturday and Sunday, or after dark, unless the contractor has written permission from the contact person shown on the approved permit.

Lane Closures and Lane Closure Hours

Lane closures require TxDOT authorization and must be set up in accordance with the "Texas Manual on Uniform Traffic Control Devices" this manual can be viewed on-line at the following link: <http://www.dot.state.tx.us/nsdtdot/orgchart/cmd/cserve/standard/toc.htm> Lane closures will only be allowed between 9:00AM / 4:00PM Monday through Friday. Utilizing the services of a Traffic Control Company to handle lane closures is encouraged, but not required. TxDOT can not recommend any specific Company to use; however, as a convenience to you I have provided some names and numbers of Companies offering their services within the Austin area. **N-Line** 512-836-0808, **Central Texas Barricades** at 512-581-9555, **United Rentals** 512-990-9525, **Safe Zone** 512-407-8302. Please look under Barricades in your local phone book for other companies offering Traffic Control services in your area. A 48-hour notification prior to set up is required. Contact the TxDOT representative shown on your approved permit or call Lloyd Black at 512-832-7042 for additional information. Lane closures will not be allowed if the roadway pavement is wet.

Working in Inclement Weather

Utility installation work must be ceased in inclement weather i.e. fog, rain, icy conditions. If mud or debris falls on the roadway from trucks and equipment entering or leaving the work site, the contractor must remove this material immediately. The roadway must be kept clean at all times.

Coordination of Work with Highway Contractors and State Forces

If any portion of the roadway / highway is under construction, the utility company or contractor will not be allowed to perform work within the ROW without first, contacting and consulting with TxDOT, and their contractors. All work relative to the installation of the utility owner's facilities shall be conducted in such manner as not to interfere "in any way" with the operations of TxDOT.

Submission of Project Drawings to State

Detailed drawings showing exact plan location and profile of underground utility lines shall be submitted to TxDOT well in advance of construction of line, for verification that location of line is in accordance with requirements specified in the Utility Accommodation Policy.

Protection of Existing Utilities

Prior to selecting a location for a proposed utility line installation or accepting a location suggested by TxDOT the Utility Company shall take all necessary steps to determine that the location has not already been occupied by another utility, and that no damage will be done to existing utilities at the time of installation. The utility company or their contractor shall notify all other Utility Companies who may have facilities in the area, so they can determine if the proposed installation will not conflict with or damage existing facilities.

Protection of Highway Facilities during Installation of Utility Line

All Construction operations relative to installation of the pipeline shall be conducted to such manner as to protect highway facilities from damage at all times. If utility construction requires the removal of any TxDOT signs the contractor will need to notify TxDOT prior to removal and the contractor will be responsible for replacing the signs according to TxDOT standards.

Changes in Location of Proposed Utilities

Once a permit is approved no changes shall be made to the assignment of the proposed utility line within the right-of-way, without prior authorization from TxDOT. When field changes are needed TxDOT must review the changes and approve them. We will also want a set as-builts from utility company or engineering firm. Utility lines placed in an unapproved location or that conflict with any highway structures shall be removed and laid in the approved location at the entire expense of utility owner. TxDOT assumes no responsibility for conflicts with other pipe or utility lines.

Locating Existing Utility Lines

A utility line locating Company should be called to locate existing lines prior to construction. There are three Companies that locate utility line in the State of Texas they are: Texas One Call 1-800-245-4545, Dig TESS 1-800-344-8377, and Lone Star Notification 1-800-545-6005.

Backfill Requirements

As soon as practical, all portions of the excavation not occupied by a permanent structure shall be backfilled according to Texas Standards Spec 400.5. Each layer of backfill material should be clean and free from large lumps. Each layer shall be tamped every 8 to 10" of backfill. For additional information see The Texas Specification Manual

Installation of Lines beneath Pavements

Open cutting or trenching will not be allowed on or beneath existing pavement of highway main lanes, turning lanes, acceleration lanes, deceleration lanes and other similar facilities unless specifically authorized by TxDOT. Pipes under roadways shall be installed by boring and tunneling only. All pipes must be encased under the pavement, and pressure grouted to seal voids between casing and adjacent earth. **No open cuts will be allowed across any concrete or asphalt surfaces without written permission from TxDOT.**

Casing of Lines

Utility lines carrying liquids or gases under pressure may be installed uncased in accordance with the TxDOT Utility Accommodation Policy. Water line crossing beneath culverts shall be encased and casing shall project 5' beyond outside limits of culvert. Voids and casing placed by tunneling or boring shall be pressure grouted.

Use of Plastic Pipe and Nonmetallic Pipe

Where nonmetallic pipe is installed longitudinally, a metal wire shall be concurrently installed or other means shall be provided for detection purposes.

Above Ground Appurtenances to Underground Utilities

Above ground installation, such as pedestals, fire hydrants, meters, etc., installed as a part of an underground utility shall be located within 18" of the right-of-way, well outside the highway maintenance operation area.

Adjustment of Utility Poles and Appurtenances

No deviations shall be made from the location of underground lines approved or designated by TxDOT either during planning or construction to avoid utility poles. Where such poles are adjacent to any proposed underground line, utility owner shall make necessary arrangements with other utility owners for moving poles and appurtenances and/or supporting same during trenching operations. Any poles, anchors, etc. relocated to clear the proposed underground line shall be moved toward the highway right-of-way line and location shall be subject to TxDOT approval.

Replacement of Base and Pavement

In instances where the removal of roadway pavement and / or base material is required the contractor must contact TxDOT in advance to see whether the existing materials can be reused, replaced or just stored on site for later use.

Disposal of Excess Excavation and Clean Up

Excess materials from any kind of excavation shall be removed from the highway right-of-way and the job site must be cleaned up as soon as possible to the satisfaction of TxDOT.

Inspection by TxDOT Representatives

Utility owners shall inform their forces or contractors that all utility installations authorized by utility agreement or permit shall be subject to inspection and testing as may be deemed necessary by TxDOT to verify that work is being done in accordance with TxDOT requirements. All supervisory personnel shall be instructed to furnish such information and cooperation as may be required to perform such inspection.

Full-time Supervision and Inspection

The utility owner shall provide competent full-time on-the-site supervisors or inspectors to verify the approved utility line gets installed as shown on the approved site plans.

Protection of Highway Traffic, Barricades, Warning Signs, Etc.

No construction equipment relative to a utility line installation will be allowed on the roadway or shoulder, unless specifically authorized by TxDOT. Excavated materials shall be kept off the pavement at all times. The utility owner or its contractor shall provide warning signs, barricades, flagmen and peace officers when necessary. All the above shall be accordance with the Manual of Uniform Traffic Control Devices to view on-line go to:

<http://www.dot.state.tx.us/insdtdot/orgchart/cmd/cserve/standard/toc.htm> TxDOT encourages the use of traffic control companies to handle Lane closures. See the first page of this Hand-out for names and numbers of a few Traffic Control Companies in the Austin area.

Poles Markers and Monuments

Utility poles must bear readily identifiable plaques denoting ownership and use, at a distance of approximately 1,320' and at every crossing point. Each company connected to a pole shall identify its use of the pole. There shall be a beginning and end marker for each user of the pole line. Any right of way markers and /or monuments damaged or removed must be replaced and put back in its original location.

Repair and Replacement of Riprap and Earth Slopes

Any riprap that is cut sawed or damaged must be restored to original pre-construction appearance. Concrete riprap shall contain no less than 3 sacks of cement per cubic yard of concrete.

Reinforcing steel shall conform to that of existing riprap. Slopes of highway cuts, embankments, and right-of-way damaged by any operations relating to installation of utility shall be repaired and restored to the exact contour existing prior to initiation of the utility project. All earth placed in the restoration of slopes, etc., shall be compacted to a density equal to or greater than that of the original slope as directed by TxDOT.

General Provision

TxDOT will not be responsible for damage to utility lines while performing maintenance work within the ROW.

Ornamental Landscape Plantings within Highway Right-of-Way

Ornamental landscape trees, shrubs and grass plants installed by TxDOT on TxDOT right-of-way that are damaged or destroyed during construction of the utility for which the permit was issued, shall be replaced by the Utility Owner, with like plant material, of comparable size and quality approved by TxDOT.

Protection of Trees within the Highway Right-of-Way

All construction operations relative to installation of utilities shall be conducted in such manner as to protect trees from damage at all times. The location of trees shall be noted on plans submitted with permit request. Utilities line that need to be placed within the drip-lines of desirable trees shall be bored or hand dug to prevent root damage.

Tree trimming shall be in accordance with accepted pruning practices set forth by the National Arborist Association in the current edition of "Pruning Standards for Shade Trees" and any special tree pruning practices required by TxDOT. Proper pruning practices shall be undertaken to prevent the occurrence and spread of oak wilt. All pruning tools shall be disinfected with Lysol, a 70% denatured alcohol solution, or a 10 % bleach solution before and after pruning. Pruning wounds shall be promptly covered with a spray on wound dressing, pruning paint or lacquer based spray paint.

TxDOT Re-vegetation Requirements

The permit holder is solely responsible for revegetation and restoring all areas damaged by utility company crews or their contractors. Damaged areas on which utility construction has ceased temporarily or permanently shall be re-vegetated within 14 days unless construction is scheduled to resume within 21 days. The utility owner will be held liable and responsible for such areas until growth is reestablished to the satisfaction of an authorized representative of TxDOT. TxDOT reserves the right to require additional revegetation measures deemed necessary at any time after utility installation has begun until the TxDOT has accepted the erosion control measures and revegetation measures of the utility owner. Revegetation practices will consist of one or more of the following applications. Prior to revegetation, the damaged area shall be restored to its original lines, grades and contours. Ditches shall be restored to their original contours and water carrying capacity. The area shall be smooth and free of ruts and other depressions. If weather conditions like wind and rain cause the seedbed to be damaged or undermined the seedbed shall be reworked and reseeded to TxDOT satisfactions. When required by TxDOT, the addition of topsoil may be necessary prior to revegetation. TxDOT specification ITEM 160, FURNISHING AND PLACING TOPSOIL shall govern this work. Compost, TxDOT specification ITEM 1027, FURNISHING & ACING COMPOST, may be used as a topsoil amendment. When required by TxDOT all areas to be seeded shall be cultivated to a depth of at least four (4) inches. The soil for the seedbed shall be cultivated sufficiently to reduce the soil to a state of good tilth where the soil particles on the surface are small enough and lie closely enough together to prevent the seed from being too deep for optimum germination. Cultivation of the seedbed will not be required in loose sand where the sand depth is four (4) inches or more. The original lines grades and contours shall be maintained throughout the process of cultivation. Any necessary reshaping shall be done prior to any planting of seed. All damaged areas shall be fertilized prior to revegetation. A complete fertilizer which contains some percentage of Nitrogen (N), Phosphoric Acid (P), and Potash (K) nutrients with no less than 50% of the total Nitrogen (N) being a slow release formulation shall be used. Fertilizer will be in an acceptable condition for distribution in bags or containers labeled with the analysis. The fertilizer is subject to testing by the Texas A & M Feed and Fertilizer Control Service in accordance with the Texas Fertilizer Law. The fertilizer shall be applied uniformly at the bulk rate to equal 100 pounds of Nitrogen (N) per acre. Fertilizer may be distributed at the same time as the seeding is done, provided the seed and fertilizer is uniformly distributed at the specified rates. When necessary, water shall be provided to promote growth of vegetation. Only water that is clean and free of substances harmful to the growth of vegetation shall be used. Use watering equipment, which will insure the uniform distribution and controlled application of water rates. Apply ¼ inch of water per acre every two weeks for a three-month period or longer if necessary for vegetation establishment.

For additional information concerning TxDOT vegetation requirements contact Mr. Jim Sheppard at 512-832-7061 or E-mail him at: jsheppe@dot.state.tx.us

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to approve increasing the not-to-exceed fee and compensation cap on the CH2M Hill Professional Service Agreement for necessary construction phase services in accordance with Supplement No. 2 to Work Authorization No. 2 on the FM 1826 at Crystal Hill Road project in Precinct 4.

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

PREFERRED MEETING DATE REQUESTED: March 27, 2012

AMOUNT REQUIRED: \$30,000.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 2008 Road Bond Program

REQUESTED BY: Commissioner Whisenant, Pct. 4

SPONSORED BY: Commissioner Whisenant, Pct. 4

SUMMARY: The RM 1826 at Crystal Hill Road was identified as a key project in Precinct 4 as part of the 2008 Priority Road Bond Program. The project design is complete and construction is to begin on April 4, 2012.

With construction advancing, it has become necessary to supplement CH2M Hill work authorization to provide construction phase services. These services were not included in the initial work authorization to permit development of an appropriate scope and fee for these services once it was determined who would be providing construction management/engineering services and a more accurate construction schedule was available.

Construction phase services include:

1. Attend preconstruction meeting and construction progress meetings,
2. Review shop drawing submittals,
3. Respond to contractor requests for information (RFIs),
4. Review contractor change order requests, and
5. Prepare alternate bridge foundation design if requested by the contractor and approved by Commissioner's Court. (Will only be considered if it results in a substantial reduction in construction cost.)

Supplement No. 2 to the Professional Services Agreement and Supplement No. 2 to Work Authorization No. 2 are attached for the Court's approval.

Funds are available within the project's program budget.

DESCRIPTION OF Item: Discussion and possible action to approve increasing the not-to-exceed fee and compensation cap on the CH2M Hill Professional Service Agreement for necessary construction phase services in accordance with Supplement No. 2 to Work Authorization No. 2 on the FM 1826 at Crystal Hill Road project in Precinct 4.

PREFERRED MEETING DATE REQUESTED: March 27, 2012

COUNTY AUDITOR

AMOUNT: \$30,000.00

LINE ITEM NUMBER: 025-804-96-884.5621_400 2008 Road Bond Program

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: _____

**SUPPLEMENTAL AGREEMENT NO. 2 TO THE
PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS

§

§

HAYS COUNTY

§

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

WHEREAS, the *County* and the *Engineer* executed a contract on November 23, 2010;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 was set at \$325,025.00 by Supplemental Agreement No. 1 to the Professional Services Agreement; and;

WHEREAS, the "*Compensation Cap*" in Exhibit I, Section 4, Item 4.3 was set to limit the maximum amount payable under the Agreement to \$325,025.00 by Supplemental Agreement No. 1 to the Professional Services Agreement; and;

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and;

WHEREAS, it has become necessary to amend the Agreement.

AGREEMENT

NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said Agreement is amended as follows:

- I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 is hereby increased from \$325,025.00 to \$355,025.00.
- II. The "*Compensation Cap*" in Exhibit I, Section 4, Item 4.3 is hereby increased from \$325,025.00 to \$355,025.00.

All other provisions are unchanged and remain in full force and effect.

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

EXECUTED this _____ day of _____, 2012.

THE ENGINEER:

HAYS COUNTY:

BY: J. Barra-Bianchetto

BY: _____

Printed Name: Judith Barra-Bianchetto

Title: Vice President - South Texas Area Manager
CH2M HILL

Hays County Judge

Reviewed as to Form By: _____

County Attorney

Funds Verified By: _____

County Auditor

SUPPLEMENT NO. 2 TO
WORK AUTHORIZATION NO. 2

STATE OF TEXAS §
 §
HAYS COUNTY §

This Supplement No. 2 to Work Authorization No. 2 (RM 1826 at Crystal Hill) is made and entered into this day by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and CH2M Hill (*the "Engineer"*).

WHEREAS, the *County* and the *Engineer* executed Work Authorization No. 1 of the Professional Services Agreement on January 12, 2010 and Supplement No. 1 on December 28, 2010;

WHEREAS, the maximum amount payable for services performed in Part 2 and Attachment D1 was \$203,277.00 ; and;

WHEREAS, the Work Authorization termination date was amended to August 31, 2011 by Supplement No. 1; and;

WHEREAS, Attachment B did not include scope of work for construction phase services; and;

WHEREAS, the Hourly Rates are limited to the rates noted in Exhibit II of the Professional Services Agreement; and;

WHEREAS, it has become necessary to amend the Work Authorization.

WORK AUTHORIZATION

NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said Work Authorization is amended as follows:

- I. The maximum amount payable for services performed in Part 2 and Attachment D1 is hereby increased from \$203,277.00 to \$228,330.50.
- II. The Work Authorization termination date is hereby amended from August 31, 2011 to May 31, 2013.
- III. The Scope of work is hereby amended to included construction phase services in accordance with Attachment B to this Supplement to Work Authorization No. 2.
- IV. All other provisions are unchanged and remain in full force and effect.

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

EXECUTED this _____ day of _____, 2012.

THE ENGINEER:

HAYS COUNTY:

BY: J. Maria Branchetta

BY: _____

Printed Name: Judith Maria Branchetta

Hays County Pct. 4 Commissioner

Title: Vice President - South Texas Area Manager
CH2M HILL

Reviewed as to Form By:

County Attorney

Funds Verified By:

County Auditor

ATTACHMENT B

SERVICES TO BE PROVIDED BY THE ENGINEER

SCOPE OF SERVICES

The services to be provided by the Engineer under this Work Authorization shall consist of performing services during construction to assist the County in independently verifying that the RM 1826 at the intersection of Crystal Hill Drive in Hays County, Texas project is completed within the guidelines of the plans and specifications. Items 1 thru 4 shall be paid based on Specified Rates in contract for each hour spent. Item 5 shall be paid based on Lump Sum basis as a supplemental to this design fee with approval of the Hays County Commissioners Court. The tasks shall include the following tasks:

1. Project Coordination Meetings

- A. Attend pre-construction meeting with representatives from Hays County, TxDOT and Contractor
- B. Make monthly site visits (maximum of once a month) to the site to observe as an experienced and qualified design professional the progress and quality of the executed work, and to determine, in general, if the work is proceeding in accordance with the plans and specifications and submit brief, monthly written reports relating to such visits. Project inspections services will be provided by TxDOT and the Engineer will address concerns of TxDOT inspectors. The ENGINEER shall not be responsible for the means, methods, and techniques, sequences or procedures of construction selected by the CONTRACTOR or the safety precautions and programs incident to the work of the CONTRACTOR. The ENGINEER shall not be responsible for the failure of the CONTRACTOR to perform the construction work in accordance with plans and specifications and the CONTRACTOR's contract.

2. Submittals, RFIs, Change Orders

- A. Review CONTRACTOR'S submittal (to a maximum of 10) and take appropriate action (Approve with modifications, reject, etc) upon the CONTRACTOR'S submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such action shall be taken with reasonable promptness to be completed in no more than 14 days so as to minimize delay. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

- B. Respond to CONTRACTOR'S Request For Information (to a maximum of 10) in a timely manner so as to minimize delay.
- C. Prepare change orders (to a maximum of 5) for contractor initiated changes from the contract plans, specification, and estimates. Change orders will include revisions to the contract documents should the modifications warrant a change.

3. Project Administration

- A. Prepare monthly progress reports and invoices to the COUNTY for review and approval. The construction of this project is scheduled for approximately 8 months. The invoices will include the progress report and invoice documenting meetings attended and work performed during the reporting period. The progress report will list outstanding issues that need resolution as well as progress of the tasks and estimated completion dates for the work. ENGINEER will not review monthly estimates and recommend approval or other appropriate action on estimates from the CONTRACTOR.

4. Project Close-Out –(services provided by TxDOT)

5. Bridge Redesign for Precast Concrete Arch Alternate Bid (at Request of Contractor with Prior Approval by the County)

- A. Prepare plan sheets and specification for Alternate Bid Item.
 - 1. Revise existing plan sheets adding notes for precast concrete arch culvert system
 - 2. Prepare special specification for precast concrete arch culvert, in accordance with TxDOT guidelines.
- B. The alternative bid design does not include revisions to foundation design. The Contractor shall provide a foundation designed by a Licensed Professional Engineer in the State of Texas.

EXHIBIT "D" - Cost Proposal

W.A. # 1

RM 1826 at Crystal Hill

CH2M HILL

Function Code / Task Description	# of Sheets	Principal in Charge	Proj Mgr	Sr. Engr	Proj.	Design Engineer	Sr. Env. Spec.	Env. Spec.	Sr. Technologist	Env. Technologist	EIT	Sr. Engr Tech	CADD Operator	Accountant	Admin/ Clerical	Totals
Labor Rate Per Hour		\$245.00	\$170.00	\$165.00	\$130.00	\$100.00	\$143.00	\$96.00	\$160.00	\$77.00	\$07.00	\$124.00	\$86.00	\$124.00	\$62.00	
Services During Construction																
Project Coordination Meetings (4)			0	0	32		0								8	40
Attend Pre-Construction Meetings			4													8
Review RFIs, Submittals, Change Order			0		60							24			0	84
Project Administration		0	16											0	4	20
Project Close - Out			0												0	0
																0
Subtotal:	0	0	20	0	96	0	0	0	0	0	0	24	0	0	12	152
		0	3,400	0	12,480	0	0	0	0	0	0	2,976	0	0	744	19,600
Labor Rate Per Hour		\$245.00	\$170.00	\$165.00	\$130.00	\$100.00	\$143.00	\$96.00	\$160.00	\$77.00	\$87.00	\$124.00	\$86.00	\$124.00	\$62.00	
Subtotal:		\$0	\$3,400	\$0	\$12,480	\$0	\$0	\$0	\$0	\$0	\$0	\$2,976	\$0	\$0	\$744	\$19,600.00
Bridge Re-Design (prior approval by County required)																
Bridge Re-Design			0	10	20		0								0	30
Subtotal:	0	0	0	10	20	0	0	0	0	0	0	0	0	0	0	30
		0	0	1,650	2,600	0	0	0	0	0	0	0	0	0	0	4,250
Labor Rate Per Hour		\$245.00	\$170.00	\$165.00	\$130.00	\$100.00	\$143.00	\$96.00	\$160.00	\$77.00	\$87.00	\$124.00	\$86.00	\$124.00	\$62.00	
Subtotal:		\$0	\$0	\$1,650	\$2,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,250.00
Reimbursable Direct Expenses																
Mileage		Rate	Unit	Amount	Total											
		\$0.550	Miles	1,920	\$1,056											
Lodging		\$110.00	Day	0	\$0											
Meals Per Person		\$36.00	Day	0	\$0											
Car Rental		\$75.00	Day	0	\$0											
FUR Data Search		\$500.00	LS	0	\$0											
GIS Database Investigation and exhibit preparation		\$1,500.00	Each	0	\$0											
Overnight Mail-Letter Size		\$25.00	Each	1	\$25											
Overnight Mail-Oversize Box		\$0.10	Each	0	\$0											
Copies (8 1/2" x 11")		\$0.85	Each	0	\$0											
Copies (8 1/2" x 11") (Color)		\$0.15	Each	150	\$23											
Copies (11" x 17")		\$1.65	Each	0	\$0											
Copies (11" x 17") (Color)		\$2.00	LF	10	\$20											
Roll Plots (36")		\$2.00	LF	0	\$0											
Roll Plots (24")		\$2.00	LF	0	\$0											
Paper Plots (8 1/2" x 11")		\$1.25	Each	0	\$0											
Paper Plots (11" x 17")		\$2.50	Each	0	\$0											
Mylar Plots (11" x 17")		\$6.00	Each	0	\$0											
Misc. Materials (Report Binders/Folds)		\$20.00	Each	4	\$80											
TOTAL REIMBURSABLE DIRECT EXPENSES					\$1,203.50											
													TOTAL CH2M HILL FEE			
													\$25,053.50			

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:

Action to Authorize Institutional OSSF Permit and grant a variance to Table X of TAC 30 Chapter 285.91 Minimum Separation Distance Table of the State Rules for On-Site Sewage Facilities at 13542 Hwy 290 W, Dripping Springs, TX

CIRCLE ONE ACTION ITEM Subdivision Road OSSF

PREFERRED MEETING DATE REQUESTED: March 27, 2012

AMOUNT REQUIRED: NA

LINE ITEM NUMBER OF FUNDS REQUIRED: NA

REQUESTED BY: Clint Garza, Development Services Director

SPONSORED BY: Ray Whisenant, Precinct 4

SUMMARY: JZ Ventures is proposing an OSSF to serve a new convenience store/ Burger King at 13542 Hwy 290 W. This property is 3.65 acres. Water will be supplied by Public Water Supply. This OSSF is a non-standard treatment system in which effluent will be treated through a grease trap, pretreatment tank, flow equalization, non-standard Hoot MTS Treatment System, followed by a proprietary drip control system to a drip irrigation dispersal field. The system is designed for a maximum of 1095 gpd. The system designer, Joe Wells, P.E. is requesting a variance to Table X of TAC 30 Chapter 285.91, which requires a minimum separation of 5 feet between treatment tanks and surface improvements, which in this case are a driveway and concrete structures for sign supports and air conditioners. His justification is the traffic bearing lid being proposed on the grease trap will prevent any damage to the tank.

STAFF REVIEW/COMMENTS

Development Services Department Director:

ROAD DIRECTOR: NA

STAFF RECOMMENDATIONS:

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

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

AGENDA ITEM: Discussion and possible action to authorize the Criminal District Attorney's Office to fill an Attorney II position above the minimum of the grade.

TYPE OF ITEM: MISCELLANEOUS

PREFERRED MEETING DATE REQUESTED: March 27, 2012

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: KENNEDY/COBB

SPONSORED BY: COBB

SUMMARY: Current policy dictates that Department Heads must request leave of the Court to hire above minimum of the grade. The Criminal District Attorney's Office would like to do so for the existing vacancy created by the resignation of A.D.A. Norris. Details of the hiring prospect will be provided in 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 adopt a resolution authorizing the County Judge to negotiate and sign an Interlocal Agreement with TxDOT for providing design services for TxDOT approved Proposition 12 funded projects on IH 35 and FM 2439, and to direct staff to proceed with procurement of professional consultant services described in the Interlocal Agreement.

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

PREFERRED MEETING DATE REQUESTED: March 27, 2012

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Borcharding

SPONSORED BY: Commissioner Conley

SUMMARY:

Attachment A is a draft ILA.

See attachment A for project descriptions.

RESOLUTION

STATE OF TEXAS §
COUNTY OF HAYS §

WHEREAS, the Texas Transportation Commission on September 29, 2011 approved Proposition 12 funding for major improvement projects on IH 35 and FM 2439 (Hunter Road) in Hays County; and

WHEREAS, the TxDOT Austin District has requested that Hays County provide all preliminary design services for the two approved projects; and

WHEREAS, the TxDOT Austin District has proposed an Interlocal Agreement between Hays County and TxDOT specifying the scope of services for Hays County to undertake with compensation payment by TxDOT for those services; and

WHEREAS, Hays County intends to procure consultant services to carry out the scope of services outlined in the Interlocal Agreement in accordance with established Hays County procurement practices; and

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court authorizes Hays County Judge Bert Cobb to negotiate and sign an Interlocal Agreement with TxDOT for the proposed design services for IH 35 and FM 2439; and;

BE IT FURTHER RESOLVED that the Hays County Commissioners Court directs Hays County staff to proceed with procurement of professional consultant services described in the Interlocal Agreement in accordance with established Hays County procurement practices and TxDOT requirements.

RESOLVED, ORDERED, AND DECLARED this the 27th 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



Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

January 6, 2012

Hays County
Interlocal Agreement 14-2XXF5002

The Honorable Albert H. Cobb, Jr.
County Judge
Hays County
111 E. San Antonio St., #300
San Marcos, Texas 78666

Attn: Vickie Wilhelm

Dear Judge Cobb:

Enclosed for partial execution are two copies of an Interlocal Agreement (IL) to provide Plans, Specifications and Estimates (PS&E) for three Prop 12 projects.

Please return both signed and dated Agreements to me for further execution. One fully executed copy of the IL will be returned for your records. The project will be initiated upon full execution of the Agreement.

If you have any questions, please contact me at (512) 832-7050.

Sincerely,


Patricia L. Crews-Weight, P.E.
Director of Design
Austin District

Attachments

cc: Donald E. Nyland, P.E., S. Travis Area Engineer, TxDOT
Commissioner Debbie G. Ingalsbe, Hays County, Precinct 1
Commissioner Mark Jones, Hays County, Precinct 2
Commissioner Will Conley, Hays County, Precinct 3
Commissioner Ray Whisenant, Hays County, Precinct 4

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Transportation TxDOT
Hays County Local Government

II. **PURPOSE:** To compensate Local Government for the preliminary design services for the Proposition 12 projects.

III. **STATEMENT OF SERVICES TO BE PERFORMED:** The Local Government will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. **CONTRACT PAYMENT:** The total amount of this contract shall not exceed \$1,663,435.00 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

V. **TERM OF CONTRACT:** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party. This contract begins when fully executed by both parties and terminates on December 31, 2015, or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties

The governing body, by resolution or ordinance, dated _____, has authorized the Local Government to provide the scope of services.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance and **Attachment E**, Location Map Showing Project.

HAYS COUNTY

By _____ Date _____
Albert H. Cobb, Jr.
Hays County Judge

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
Janice Mullenix
Director of Contract Services

ATTACHMENT A Scope of Services

The Local Government shall provide all preliminary engineering activities for the TxDOT Austin District Projects (Projects) which shall include: the environmental clearance coordination and document; design and construction survey; utility adjustment coordination; right of way (ROW) acquisition coordination; and construction phase design services.

The Local Government shall prepare or cause to be prepared the engineering plans, specifications, and estimates (PS&E) necessary for the development of the following Projects.

Project I-35

The I-35 project from FM 2001 to Kyle Crossing shall consist of the addition and reconfiguration of entrance and exit ramps to I-35 and new northbound to southbound turnaround structure at FM 2001.

The I-35 project at Cement Plant Road, FM 1626 and FM 150 shall consist of the widening of the existing bridge at Cement Plant Road to add two (2) lanes; and add a north to south and south to north turnaround structure at the location. New Turnaround structures shall also be added at FM 150 and FM 1626 in both directions.

For the Projects on I-35, the Local Government shall be responsible for the coordination of the adjustments, removal, or relocations of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to TxDOT of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. Applicable utilities will be reimbursed by TxDOT in accordance with Transportation Code §203.092.

Project FM 2439

The FM 2439 from Posey Road to Centerpoint Road shall consist of the addition of a center turn lane and shoulders.

For the Project on FM 2439, the Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to TxDOT of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before construction begins on the Project, the Local Government shall provide, at TxDOT's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction begins.

The Local Government shall provide TxDOT with written documentation from appropriate regulatory agency(ies) that identified environmental clearances have been obtained prior to advertisement for bids.

The design shall conform to the Texas Department of Transportation *Roadway Design Manual*, the Texas Accessibility Standards and any applicable State design criteria, and engineering plans shall be developed in accordance with the current edition of the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and the special specifications and special provisions related thereto. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Deliverables:

The Local Government shall submit a copy of the redlined plans provided by TxDOT with all applicable plan submittals to indicate that QC/QA was undertaken.

The Local Government shall submit 60% PS&E to the TxDOT Austin District Design Office for review by October 1, 2012, to meet the Proposition 12 obligation deadline. Failure to meet the milestone date could result in TxDOT removing funding from the Project. Parties to this agreement shall agree on the definition of 60% completion upon submission of the Project Development Schedule as provided by the Local Government or the Local Government's representative for the design activities.

The Local Government shall submit the completed PS&E to TxDOT for review and approval five months prior to TxDOT's anticipated bid opening date.

ATTACHMENT B
Budget

The Local Government shall invoice charges based on rates in effect at the time services are performed. The rates for Local Government's consultant prepared PS&E will be reviewed and approved by TxDOT prior to execution this contract with Local Government.

Invoices shall be sent to TxDOT on a monthly basis and mailed to the following address:

Texas Department of Transportation
Attn: South Travis Area Engineer
9725 S IH 35
Austin, Texas 78744

Maximum Amount Payable per Project:

I-35: FM 2001 to Kyle Crossing

Professional Engineering	\$443,435.00	
Environmental	<u>\$ 20,000.00</u>	
Total		<u>\$463,435.00</u>

I-35: at Cement Plant Road, FM 150 and FM 1626

Professional Engineering	\$730,000.00	
Environmental	<u>\$ 20,000.00</u>	
Total		<u>\$750,000.00</u>

FM 2439: Posey Rd to Centerpoint Road

Professional Engineering	\$430,000.00	
Environmental	<u>\$ 20,000.00</u>	
Total		<u>\$450,000.00</u>

TOTAL MAXIMUM AMOUNT PAYABLE	<u>\$1,663,435.00</u>
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ATTACHMENT C

General Terms and Conditions

Article 1. Additional Work

- A. If the Local Government is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify TxDOT in writing. The written notice shall present the relevant facts and show how the work constitutes additional work.
- B. If TxDOT in its sole discretion finds that the work does constitute additional work, TxDOT shall so advise the Local Government and a written amendment will be executed. The Local Government shall not perform any proposed additional work or incur any additional costs before the execution of an amendment.
- C. TxDOT shall not be responsible for actions by the Local Government or for any costs incurred by the Local Government relating to additional work that is performed before an amendment is executed or that is outside the scope of the contract, as amended.

Article 2. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 3. Notice to Proceed

If Attachment A requires a notice to proceed, the Local Government shall not proceed with any work or incur any costs until TxDOT issues a written notice to the Local Government authorizing work to begin. Any costs incurred by the Local Government before receiving the notice are not eligible for reimbursement.

Article 4. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 5. Nonconforming Work

If the Local Government submits work that does not comply with the terms of this contract, TxDOT shall instruct the Local Government to make any revisions that are necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

Article 6. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first. TxDOT shall compensate the Local Government only for those eligible expenses that are incurred during this contract and that are directly attributable to the completed portion of the work covered by this contract and only if the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall neither incur nor be reimbursed for any new obligations after the date of termination.

Article 7. Funding

TxDOT shall pay for services from appropriation items or accounts from which like expenditures would normally be paid. Payments received by the Local Government shall be credited to the current appropriation items or accounts from which expenditures of that character were originally made. If for any reason subcontractors and suppliers, if any, are not paid before TxDOT reimburses the Local Government for their services, the Local Government shall pay the subcontractors and suppliers all undisputed amounts due for work no more than 10 days after the Local Government receives payment for the work unless a different time is specified by law. This requirement also applies to all lower-tier subcontractors and suppliers and must be incorporated in all subcontracts. If the Local Government fails to comply with this Article, TxDOT may withhold payments and suspend work until the subcontractors and suppliers are paid. The Local Government is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

Article 8. Basis for Calculating Reimbursement Costs

TxDOT will reimburse the Local Government for actual costs incurred in carrying out the services authorized in Attachment A, Scope of Services, subject to the cost categories and estimated costs set forth in Attachment B, Budget. TxDOT shall compensate the Local Government for only those eligible expenses incurred during this contract that are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall not incur or be reimbursed for any new obligations after the effective date of termination. The Local Government shall bill TxDOT for actual travel expenses, not to exceed the limits reimbursable under state law. Out-of-state or out-of-country travel by the Local Government requires prior approval by TxDOT.

Article 9. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

Article 10. Conflict of Interest

The Local Government shall not assign an employee to a project if the employee:

- A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state relating to the project;
- B. has a direct or indirect financial interest in the outcome of the project;
- C. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with TxDOT; or
- D. is a current part-time or full-time employee of TxDOT.

Article 11. Local Government Resources

All employees of the Local Government shall have adequate knowledge and experience to enable them to perform the duties assigned to them. The Local Government certifies that it currently has adequate qualified personnel in its employment to perform the work required under this contract or will be able to obtain adequate qualified personnel from sources other than TxDOT. On receipt of written notice from TxDOT detailing supporting factors and evidence, the Local Government shall remove from the project any employee of the Local Government who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the Local Government shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 12. Assignment Subcontracts

A subcontract may not be executed by the Local Government without prior written authorization by TxDOT. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this contract. No subcontract will relieve the Local Government of its responsibility under this contract. Neither party shall assign any interest in this agreement.

Article 13. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 14. Disputes

The Local Government shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services. TxDOT shall be responsible for the settlement of any dispute concerning this contract unless the dispute involves a subcontract.

Article 15. No Assignment

Neither party shall assign, sublet, or transfer any interest in this agreement.

Article 16. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any default, but either party may avail itself of any remedy existing at law or in equity, and all remedies shall be cumulative.

Article 17. Records and Ownership

- A. The Local Government agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs at its office during the contract period and for four years from the date of final payment under the contract. These materials shall be made available for inspection and copying by TxDOT, by the State Auditor's Office, and by their authorized representatives. If the contract is federally funded, these materials shall also be made available for inspection and copying by the U.S. Department of Transportation and by the Office of the Inspector General.
- B. After completion or termination of this contract, all documents prepared by the Local Government or furnished to the Local Government by TxDOT shall be delivered to and become the property of TxDOT. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, on request, to TxDOT without restriction or limitation of further use.
- C. TxDOT shall own all title to, all interests in, all rights to, and all intellectual property (including copyrights, trade and service marks, trade secrets, and patentable devices or methods) arising from or developed under this contract.

- D. Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by the Local Government or its subcontractors under this contract shall be owned by TxDOT and will be delivered to TxDOT at the time the contract is completed or terminated.
- E. The State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

Article 18. Reference to Costs Principles and Circulars

Reimbursement with state or federal funds will be limited to costs determined to be reasonable and allowable under cost principles established in OMB Circular A-21, "Cost Principles for Educational Institutions," or OMB Circular A-87, "Cost Principles for State and Local Governments." The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

Article 19. Equal Employment Opportunity

The Local Government agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulations, 41 CFR Part 60. The Local Government agrees to consider minority universities for subcontracts when the opportunity exists. The Local Government warrants that it has developed and has on file appropriate affirmative action programs as required by applicable rules and regulations of the Secretary of Labor.

Article 20. Nondiscrimination

- A. The Local Government shall comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in federally-assisted programs, including 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Part 60-74 (the Regulations).
- B. The Local Government, with regard to the work performed during this agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- C. In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurements of materials and leases of equipment, but not including routine purchase orders, each potential subcontractor or supplier shall be notified by the Local Government of the Local Government's obligations under this agreement and the Regulations.
- D. The Local Government shall provide all information and reports required by the Regulations and directives issued under the Regulations and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Texas Department of Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with the Regulations or directives. If any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government shall so certify to the Texas Department of Transportation or the U.S. Department of Transportation, whichever is appropriate, and shall set forth what efforts the Local Government has made to obtain the requested information.
- E. In the event of the Local Government's noncompliance with the nondiscrimination provision of this agreement, the Texas Department of Transportation shall impose such sanctions as it or the U.S. Department of Transportation may determine to be appropriate.
- F. The Local Government shall include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, except routine purchase orders, unless exempt by the Regulations or directives. The Local Government shall take such lawful action with respect to any subcontract or procurement as the Texas Department of Transportation may direct as a means of enforcing these provisions, including sanctions for noncompliance. In the event the Local Government becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of directions given by TxDOT, the Local Government may request the Texas Department of Transportation to enter into the litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into litigation to protect the interests of the United States.

Article 21. Noncollusion

The Performing Agency warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Performing Agency, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the

Performing Agency breaches or violates this warranty, the Texas Department of Transportation shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

Article 22. Lobbying Certification

In executing this agreement, each signatory certifies that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Performing Agency shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This statement is a material representation of fact upon which reliance was placed when this agreement was made or entered into. Submission of this statement is a prerequisite for making or entering into this agreement imposed by Title 31 U.S.C. §1352. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

By executing this agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made.

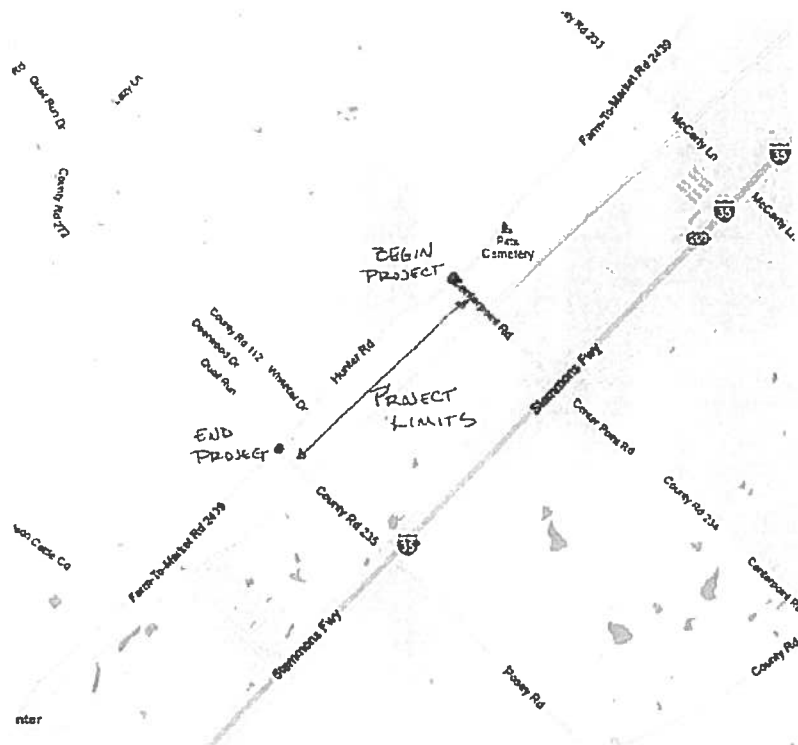
Article 23. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. After receiving a written request from TxDOT, the Local Government shall furnish TxDOT with satisfactory proof of its compliance with this Article.

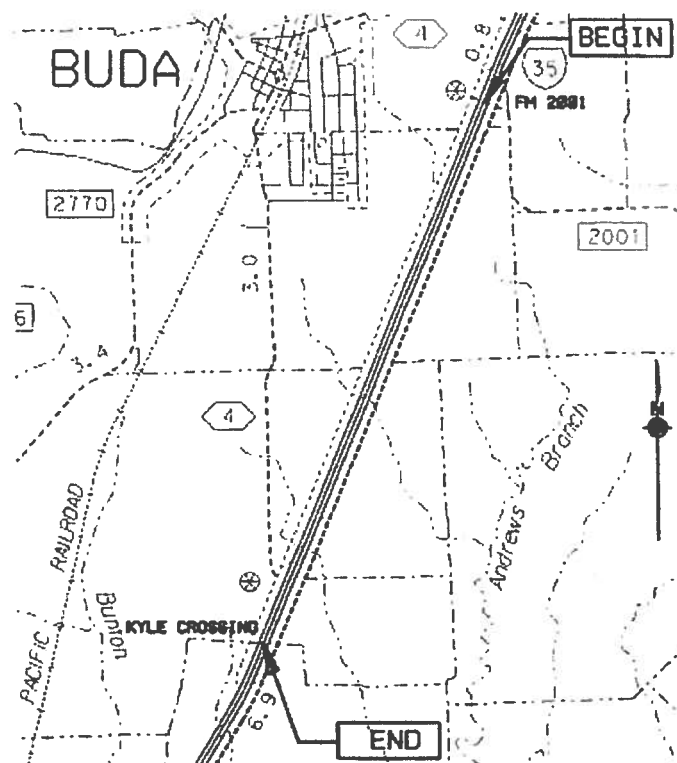
Article 24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

ATTACHMENT D
Resolution or Ordinance

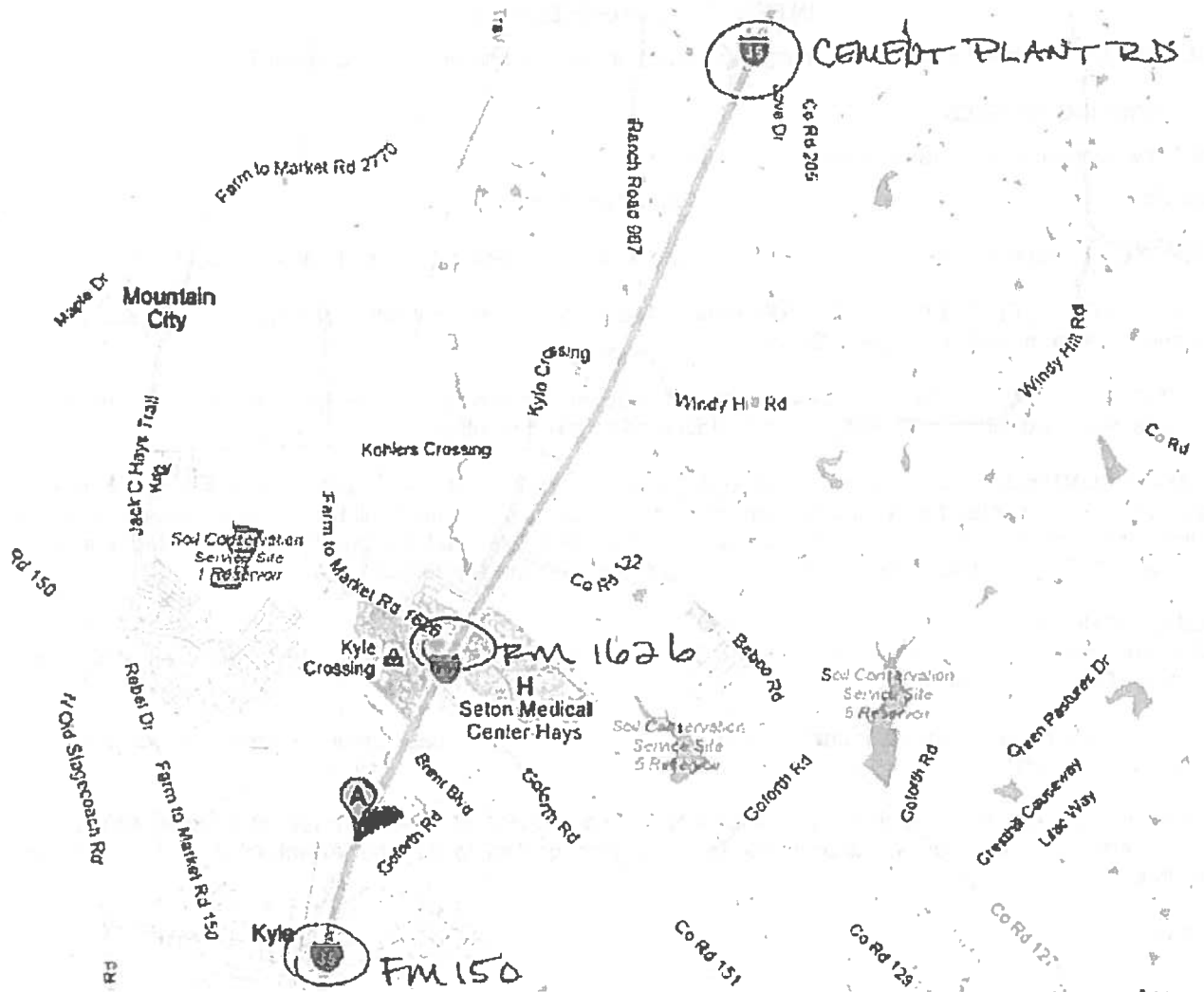
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FM 2439 – Centerpoint Rd to Posey Rd



I-35 – FM 2001 to Kyle Crossing

ATTACHMENT E
Location Maps Showing Project



I-35 @ Cement Plant Road, FM 150 and FM 1626

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Transportation TxDOT
Hays County Local Government

II. **PURPOSE:** To compensate Local Government for the preliminary design services for the Proposition 12 projects.

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VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties

The governing body, by resolution or ordinance, dated _____, has authorized the Local Government to provide the scope of services.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance and **Attachment E**, Location Map Showing Project.

HAYS COUNTY

By _____ Date _____
Albert H. Cobb, Jr.
Hays County Judge

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
Janice Mullenix
Director of Contract Services

ATTACHMENT A Scope of Services

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The Local Government shall prepare or cause to be prepared the engineering plans, specifications, and estimates (PS&E) necessary for the development of the following Projects.

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The FM 2439 from Posey Road to Centerpoint Road shall consist of the addition of a center turn lane and shoulders.

For the Project on FM 2439, the Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to TxDOT of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before construction begins on the Project, the Local Government shall provide, at TxDOT's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction begins.

The Local Government shall provide TxDOT with written documentation from appropriate regulatory agency(ies) that identified environmental clearances have been obtained prior to advertisement for bids.

The design shall conform to the Texas Department of Transportation *Roadway Design Manual*, the Texas Accessibility Standards and any applicable State design criteria, and engineering plans shall be developed in accordance with the current edition of the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and the special specifications and special provisions related thereto. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Deliverables:

The Local Government shall submit a copy of the redlined plans provided by TxDOT with all applicable plan submittals to indicate that QC/QA was undertaken.

The Local Government shall submit 60% PS&E to the TxDOT Austin District Design Office for review by October 1, 2012, to meet the Proposition 12 obligation deadline. Failure to meet the milestone date could result in TxDOT removing funding from the Project. Parties to this agreement shall agree on the definition of 60% completion upon submission of the Project Development Schedule as provided by the Local Government or the Local Government's representative for the design activities.

The Local Government shall submit the completed PS&E to TxDOT for review and approval five months prior to TxDOT's anticipated bid opening date.

ATTACHMENT B
Budget

The Local Government shall invoice charges based on rates in effect at the time services are performed. The rates for Local Government's consultant prepared PS&E will be reviewed and approved by TxDOT prior to execution this contract with Local Government.

Invoices shall be sent to TxDOT on a monthly basis and mailed to the following address:

Texas Department of Transportation
Attn: South Travis Area Engineer
9725 S IH 35
Austin, Texas 78744

Maximum Amount Payable per Project:

I-35: FM 2001 to Kyle Crossing

Professional Engineering	\$443,435.00	
Environmental	<u>\$ 20,000.00</u>	
Total		<u>\$463,435.00</u>

I-35: at Cement Plant Road, FM 150 and FM 1626

Professional Engineering	\$730,000.00	
Environmental	<u>\$ 20,000.00</u>	
Total		<u>\$750,000.00</u>

FM 2439: Posey Rd to Centerpoint Road

Professional Engineering	\$430,000.00	
Environmental	<u>\$ 20,000.00</u>	
Total		<u>\$450,000.00</u>

TOTAL MAXIMUM AMOUNT PAYABLE	\$1,663,435.00
-------------------------------------	-----------------------

ATTACHMENT C

General Terms and Conditions

Article 1. Additional Work

- A. If the Local Government is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify TxDOT in writing. The written notice shall present the relevant facts and show how the work constitutes additional work.
- B. If TxDOT in its sole discretion finds that the work does constitute additional work, TxDOT shall so advise the Local Government and a written amendment will be executed. The Local Government shall not perform any proposed additional work or incur any additional costs before the execution of an amendment.
- C. TxDOT shall not be responsible for actions by the Local Government or for any costs incurred by the Local Government relating to additional work that is performed before an amendment is executed or that is outside the scope of the contract, as amended.

Article 2. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 3. Notice to Proceed

If Attachment A requires a notice to proceed, the Local Government shall not proceed with any work or incur any costs until TxDOT issues a written notice to the Local Government authorizing work to begin. Any costs incurred by the Local Government before receiving the notice are not eligible for reimbursement.

Article 4. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 5. Nonconforming Work

If the Local Government submits work that does not comply with the terms of this contract, TxDOT shall instruct the Local Government to make any revisions that are necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

Article 6. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first. TxDOT shall compensate the Local Government only for those eligible expenses that are incurred during this contract and that are directly attributable to the completed portion of the work covered by this contract and only if the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall neither incur nor be reimbursed for any new obligations after the date of termination.

Article 7. Funding

TxDOT shall pay for services from appropriation items or accounts from which like expenditures would normally be paid. Payments received by the Local Government shall be credited to the current appropriation items or accounts from which expenditures of that character were originally made. If for any reason subcontractors and suppliers, if any, are not paid before TxDOT reimburses the Local Government for their services, the Local Government shall pay the subcontractors and suppliers all undisputed amounts due for work no more than 10 days after the Local Government receives payment for the work unless a different time is specified by law. This requirement also applies to all lower-tier subcontractors and suppliers and must be incorporated in all subcontracts. If the Local Government fails to comply with this Article, TxDOT may withhold payments and suspend work until the subcontractors and suppliers are paid. The Local Government is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

Article 8. Basis for Calculating Reimbursement Costs

TxDOT will reimburse the Local Government for actual costs incurred in carrying out the services authorized in Attachment A, Scope of Services, subject to the cost categories and estimated costs set forth in Attachment B, Budget. TxDOT shall compensate the Local Government for only those eligible expenses incurred during this contract that are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall not incur or be reimbursed for any new obligations after the effective date of termination. The Local Government shall bill TxDOT for actual travel expenses, not to exceed the limits reimbursable under state law. Out-of-state or out-of-country travel by the Local Government requires prior approval by TxDOT.

Article 9. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

Article 10. Conflict of Interest

The Local Government shall not assign an employee to a project if the employee:

- A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state relating to the project;
- B. has a direct or indirect financial interest in the outcome of the project;
- C. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with TxDOT; or
- D. is a current part-time or full-time employee of TxDOT.

Article 11. Local Government Resources

All employees of the Local Government shall have adequate knowledge and experience to enable them to perform the duties assigned to them. The Local Government certifies that it currently has adequate qualified personnel in its employment to perform the work required under this contract or will be able to obtain adequate qualified personnel from sources other than TxDOT. On receipt of written notice from TxDOT detailing supporting factors and evidence, the Local Government shall remove from the project any employee of the Local Government who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the Local Government shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 12. Assignment Subcontracts

A subcontract may not be executed by the Local Government without prior written authorization by TxDOT. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this contract. No subcontract will relieve the Local Government of its responsibility under this contract. Neither party shall assign any interest in this agreement.

Article 13. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 14. Disputes

The Local Government shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services. TxDOT shall be responsible for the settlement of any dispute concerning this contract unless the dispute involves a subcontract.

Article 15. No Assignment

Neither party shall assign, sublet, or transfer any interest in this agreement.

Article 16. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any default, but either party may avail itself of any remedy existing at law or in equity, and all remedies shall be cumulative.

Article 17. Records and Ownership

- A. The Local Government agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs at its office during the contract period and for four years from the date of final payment under the contract. These materials shall be made available for inspection and copying by TxDOT, by the State Auditor's Office, and by their authorized representatives. If the contract is federally funded, these materials shall also be made available for inspection and copying by the U.S. Department of Transportation and by the Office of the Inspector General.
- B. After completion or termination of this contract, all documents prepared by the Local Government or furnished to the Local Government by TxDOT shall be delivered to and become the property of TxDOT. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, on request, to TxDOT without restriction or limitation of further use.
- C. TxDOT shall own all title to, all interests in, all rights to, and all intellectual property (including copyrights, trade and service marks, trade secrets, and patentable devices or methods) arising from or developed under this contract.

- D. Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by the Local Government or its subcontractors under this contract shall be owned by TxDOT and will be delivered to TxDOT at the time the contract is completed or terminated.
- E. The State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

Article 18. Reference to Costs Principles and Circulars

Reimbursement with state or federal funds will be limited to costs determined to be reasonable and allowable under cost principles establish in OMB Circular A-21, "Cost Principles for Educational Institutions," or OMB Circular A-87, "Cost Principles for State and Local Governments." The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

Article 19. Equal Employment Opportunity

The Local Government agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulations, 41 CFR Part 60. The Local Government agrees to consider minority universities for subcontracts when the opportunity exists. The Local Government warrants that it has developed and has on file appropriate affirmative action programs as required by applicable rules and regulations of the Secretary of Labor.

Article 20. Nondiscrimination

- A. The Local Government shall comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in federally-assisted programs, including 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Part 60-74 (the Regulations).
- B. The Local Government, with regard to the work performed during this agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- C. In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurements of materials and leases of equipment, but not including routine purchase orders, each potential subcontractor or supplier shall be notified by the Local Government of the Local Government's obligations under this agreement and the Regulations.
- D. The Local Government shall provide all information and reports required by the Regulations and directives issued under the Regulations and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Texas Department of Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with the Regulations or directives. If any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government shall so certify to the Texas Department of Transportation or the U.S. Department of Transportation, whichever is appropriate, and shall set forth what efforts the Local Government has made to obtain the requested information.
- E. In the event of the Local Government's noncompliance with the nondiscrimination provision of this agreement, the Texas Department of Transportation shall impose such sanctions as it or the U.S. Department of Transportation may determine to be appropriate.
- F. The Local Government shall include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, except routine purchase orders, unless exempt by the Regulations or directives. The Local Government shall take such lawful action with respect to any subcontract or procurement as the Texas Department of Transportation may direct as a means of enforcing these provisions, including sanctions for noncompliance. In the event the Local Government becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of directions given by TxDOT, the Local Government may request the Texas Department of Transportation to enter into the litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into litigation to protect the interests of the United States.

Article 21. Noncollusion

The Performing Agency warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Performing Agency, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the

Performing Agency breaches or violates this warranty, the Texas Department of Transportation shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

Article 22. Lobbying Certification

In executing this agreement, each signatory certifies that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Performing Agency shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This statement is a material representation of fact upon which reliance was placed when this agreement was made or entered into. Submission of this statement is a prerequisite for making or entering into this agreement imposed by Title 31 U.S.C. §1352. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

By executing this agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made.

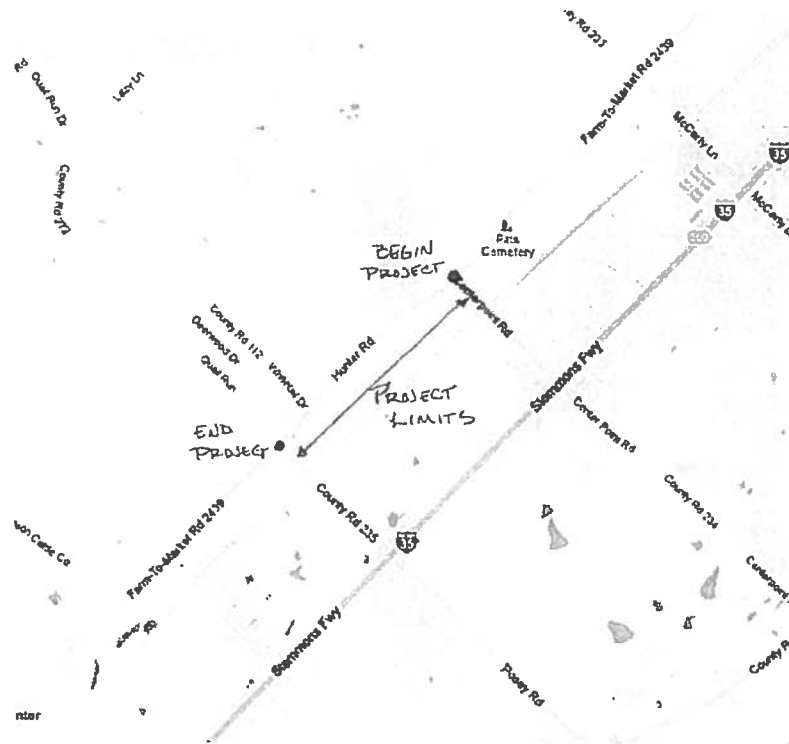
Article 23. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. After receiving a written request from TxDOT, the Local Government shall furnish TxDOT with satisfactory proof of its compliance with this Article.

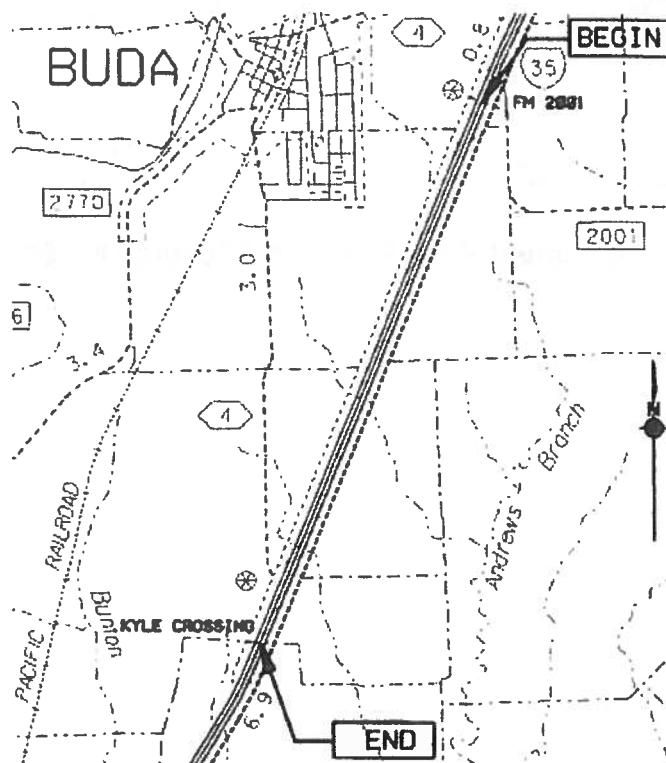
Article 24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

ATTACHMENT D
Resolution or Ordinance

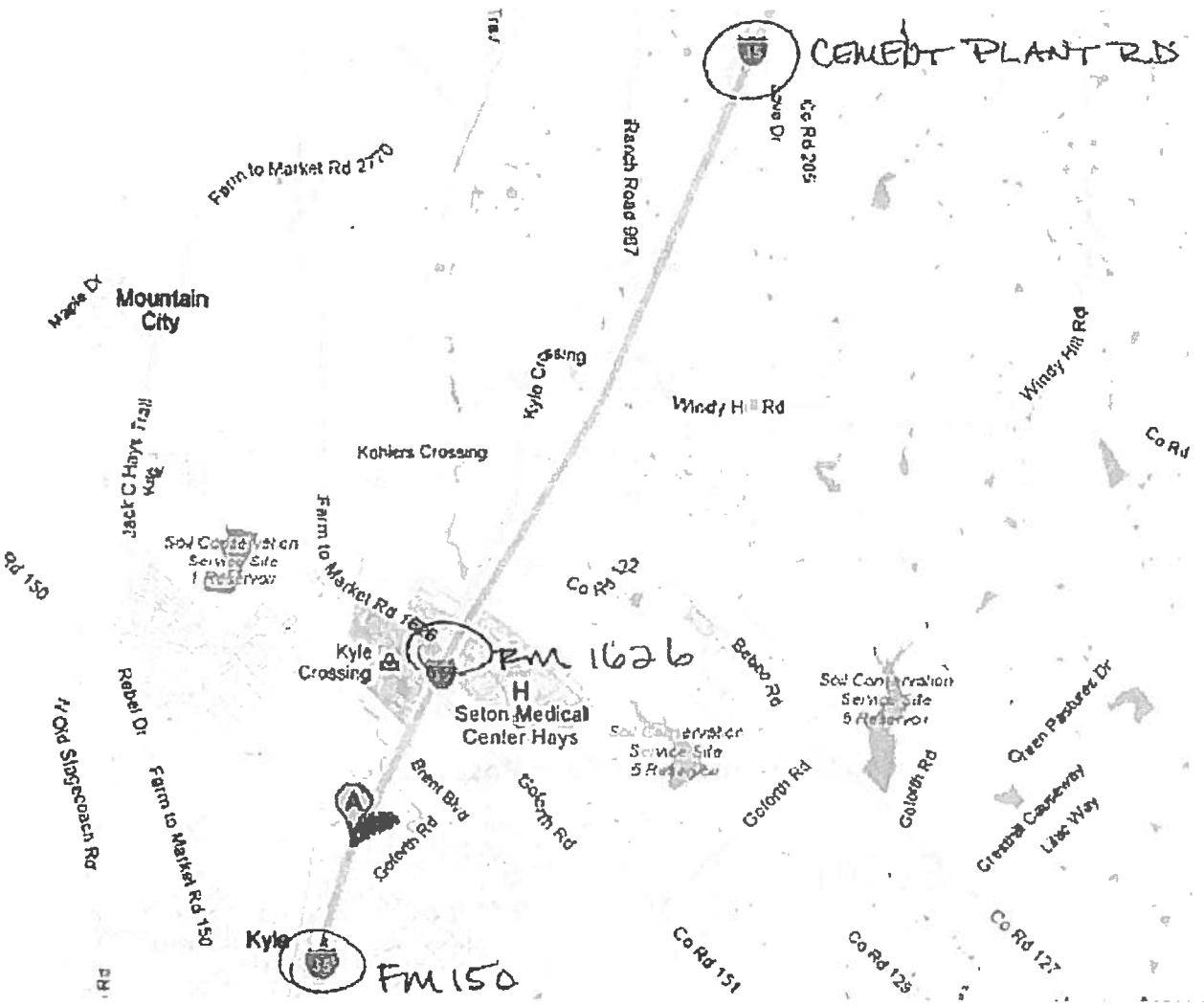


FM 2439 – Centerpoint Rd to Posey Rd



I-35 – FM 2001 to Kyle Crossing

ATTACHMENT E
Location Maps Showing Project



I-35 @ Cement Plant Road, FM 150 and FM 1626

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to approve Bid Package #1 for costs related to the Precinct 2 offices.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: March 27, 2012

AMOUNT REQUIRED: \$567,099

LINE ITEM NUMBER OF FUNDS REQUIRED: TBD

REQUESTED BY: Commissioner Precinct 2 Mark Jones/Mark Kennedy

SPONSORED BY: Commissioner Precinct 2 Mark Jones

SUMMARY:

(see attachment)



March 22, 2012

Judge Bert Cobb, M.D.
Hays County Judge
111 E San Antonio, St.
San Marcos, TX 78666

RE: Hays County Precinct Two Office Building Guaranteed Maximum Price Proposal For Bid Package One.

Dear Judge Cobb:

Lott Brothers is pleased to submit our guaranteed maximum price proposal of Five Hundred Sixty Seven Thousand Ninety Nine and 00/100 dollars (\$567,099) for design-build services on the Hays County Precinct Two Office Building Project – Bid Package One. Attached please find the attached schedule of values.

We are grateful for the opportunity to be of service to Hays County. Please do not hesitate to call me if you have any questions.

Sincerely,

Lott Brothers Construction Company, Ltd.
By: Lott Brothers GP, Inc., General Partner

David L. Lott
Vice-President

**JOB HAYS COUNTY PRECINCT TWO BID PACKAGE ONE
CD ESTIMATE 3-19-12**

TAB	DESCRIPTION	3/19/2012 SOV
	GENERAL CONDITIONS	
10100	PROJECT STAFF	31,687
10110	LIABILITY INSURANCE	3,405
10120	BLDRS RISK INSURANCE	124
10200	FIELD OFFICE AND SUPPLIES	9,740
10300	MISC EXPENSES	0
10400	TEMPORARY UTILITIES	1,980
10500	SAFETY	1,155
11200	PERMIT & INSPECTION ALLOWANCE	EXCLUDED
01170	TESTING AND INSPECTIONS (BY OWNER)	0
11900	CLEANUP	4,358
	SUBTOTAL GENERAL CONDITIONS	52,449
	SITE IMPROVEMENTS	
260000	ELECTRICAL	16,800
312200	SITE EXCAVATION/GRADING/PAVING	95,684
312500	EROSION CONTROL	12,510
312501	SWPPP IMPLEMENTATION	3,550
312511	REVEGETATION	36,030
321300	SITE CONCRETE	19,356
321723	STRIPING & SIGNAGE	1,390
323000	TEMP FENCING	1,531
323219	LIMESTONE RETAINING WALLS	8,314
331100	SITE UTILITIES	214,200
331200	OFF SITE UTILITIES	IN SITE UTILITIES
331300	SANITARY SEWER HOLDING TANK	3,400
	SUBTOTAL SITE IMPROVEMENTS	412,765
	SUBTOTAL	465,214
	CONTINGENCY	23,261
	CONSTRUCTION TOTAL	488,475
	5% DESIGN BUILDER FEE FOR CONSTRUCTION	24,424
	CONSTRUCTION TOTAL WITH DB FEE	512,898
	P&P BOND	8,629
	CONSTRUCTION AND P&P BOND TOTAL	521,527
	DESIGN FEES	38,402
	GC PRECONSTRUCTION	5,000
	DESIGN BUILDER FEE FOR DESIGN	2,170
	DESIGN TOTAL WITH DB FEE	45,572
	GUARANTEED MAXIMUM PRICE	567,099

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 27, 2012

AMOUNT REQUIRED: Not to exceed \$90,000

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.

The purchase agreement and supporting documents will be provided during Court.

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 27, 2012

COUNTY AUDITOR

AMOUNT: not to exceed \$90,000

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: _____

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 Line Extension agreement with Aqua Texas related to water services for the temporary and permanent Precinct 2 offices at 5458 FM 2770.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: March 27, 2012

AMOUNT REQUIRED: TBD

LINE ITEM NUMBER OF FUNDS REQUIRED: TBD

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 Line Extension agreement with Aqua Texas related to water services for the temporary and permanent Precinct 2 offices at 5458 FM 2770.

PREFERRED MEETING DATE REQUESTED: March 27, 2012

COUNTY AUDITOR

AMOUNT: STBD

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

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to 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 27, 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 27, 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”

A relocation proposal prepared expressly for:



Prepared By:

Kaleb Smith

Expert Relocation Systems, LLC

P.O. Box 201029

Austin TX 78720

(512) 431-3875

Kaleb.Smith@ExpertRelo.com

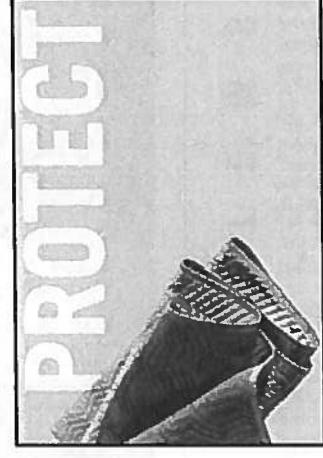
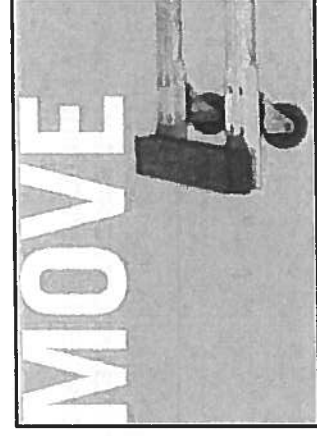
TXDOT # 006448055C

Quality Moving is Our Business

Expert Relocation S Y S T E M S

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.

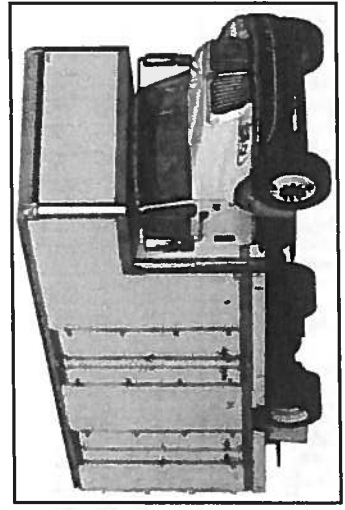
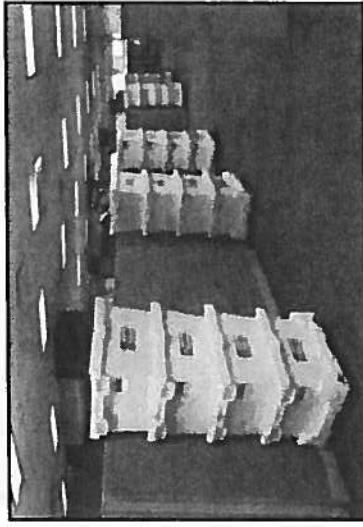


Quality Moving is Our Business

Expert Relocation S Y S T E M S

Why choose Expert Relo?

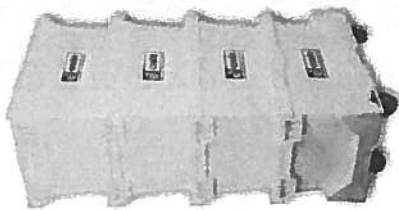
- **Our Model** – We, through our competitive advantage (noted in the 'About Us' page), provide the best service available in Austin. I will personally coordinate and supervise your move from the beginning through completion to ensure that everything I've promised is delivered on time and as expected.
- **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.



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Expert Relocation S Y S T E M S

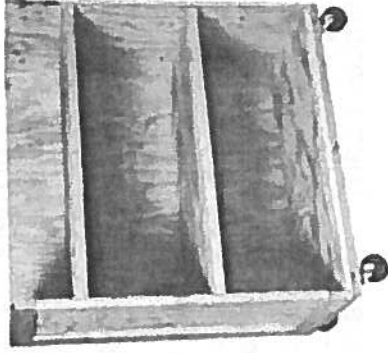
Some of Our Equipment



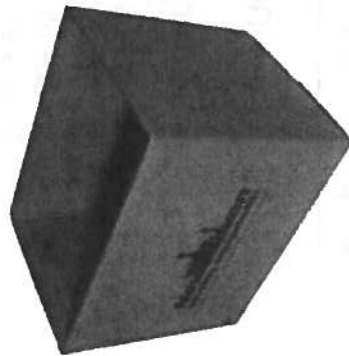
E-crates
used to store personal articles, desk items and files. No tape needed, lockable to meet HIPAA standards, stackable.



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



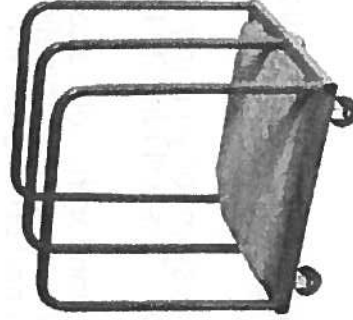
Machine Cart
used for relocation of computers, monitors and related peripherals. Entire cart is stretch wrapped so nothing falls out in transit.



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



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



Panel Cart
used for relocation of cubicle panels, desktops, pictures/markers, 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 28th and 29th 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 noted.
- 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.

Expert Relocation SYSTEMS

****Rates based on 2 week rental**

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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	\$ -
Total Estimated Labor and Trucks Price					\$ 3,420.00

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

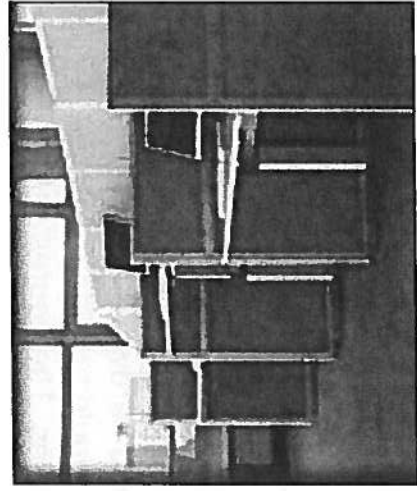
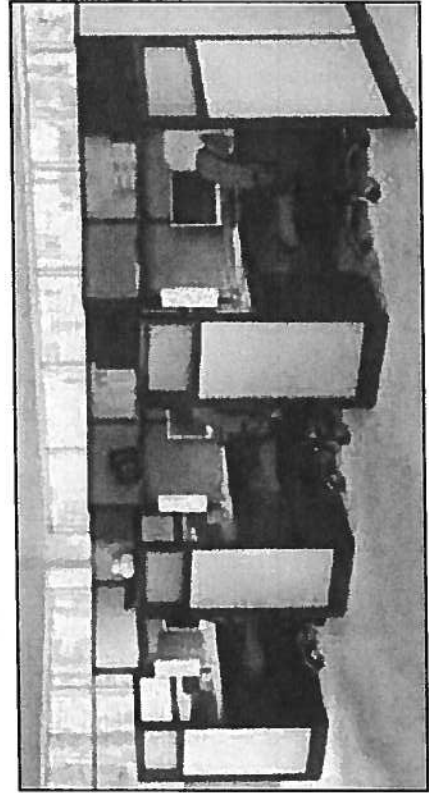
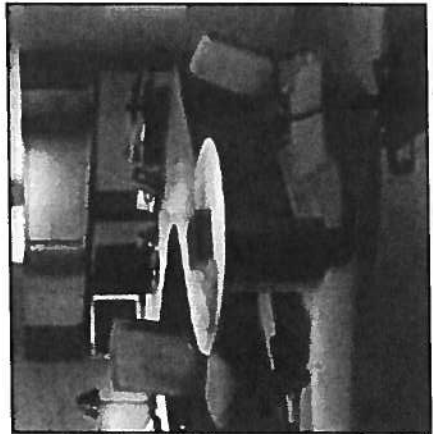
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Installation/Reconfiguration Pricing

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
Total Installation/Reconfig Price			\$ 765.00



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.

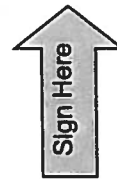
This is a binding proposal. Rates will not increase regardless of actual time spent moving. This proposal is based on the information gathered at the walkthrough of the origin address as defined in this proposal on 2.9.11. Additional services outside of this scope will result in additional charges.

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

AGENDA ITEM: Workshop including discussion of the Medicaid 1115 Waiver Program and the formation of Regional Healthcare Partnerships (RHP's).

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

PREFERRED MEETING DATE REQUESTED: 3/27/12

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: COBB

Eric Weatherford of Brown-McCarroll will present an update on the 1115 Waiver Program.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: 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. Possible action may follow in open court.

CHECK ONE:	CONSENT	ACTION	X EXECUTIVE SESSION
	WORKSHOP	PROCLAMATION	PRESENTATION

PREFERRED MEETING DATE REQUESTED: 3/27/12

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Cobb