

**Commissioners Court -- JANUARY 2, 2024
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 **JANUARY 2, 2024**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

A. **CALL TO ORDER**

B. **INVOCATION**

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

D. **ROLL CALL**

E.

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

F.

PRESENTATIONS & PROCLAMATIONS

1. Adopt a Proclamation declaring January 15, 2024 as Dr. Martin Luther King, Jr. Day. **INGALSBE**

G.

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

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

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

3. Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**

4. Approve Commissioners Court Minutes of December 19, 2023. **BECERRA/CARDENAS**

5. Approve the payment of the January 15, 2024 payroll disbursements in an amount not to exceed \$4,200,000.00 effective January 15, 2024 and post totals for wages, with-holdings, deductions and benefits on the Hays County website once finalized. **BECERRA/DORSETT**

6. Approve and confirm the appointment of Travis Brown and John Zamora as regular full-time Deputy Constables in the Hays County Constable Precinct 3 Office. **SHELL/MONTAGUE**

7. Approve and confirm the appointment of Zachary D. Miller as a regular full-time Deputy Constable in the Hays County Constable Precinct 4 Office. **SMITH/SHELL/HOOD**

8. Authorize the County Judge to execute the annual agreement between Plateau Land & Wildlife Management and Hays County in the amount of \$6,089.24 for annual wildlife management services for the Gay Ruby Dahlstrom Nature Preserve. **COHEN/T.CRUMLEY**

9. Approve the reappointment of Kyle Mylius to the San Marcos Tax Increment Reinvestment Zone (TIRZ) Number 5 (Downtown) Board of Directors for a two-year term expiring on December 31, 2025. **INGALSBE**
10. Approve the re-appointments of Leighton Stallones and Lee Ann Kenworthy to Emergency Service District (ESD) #3 for two year terms ending December 31, 2025. **SHELL**
11. Approve the reappointment of Sergio Bazaldua to the Board of Emergency Services District (ESD) #5, a two-year term ending December 31, 2025. **INGALSBE**
12. Approve the reappointment of Diane Hervol to the Board of Emergency Services District (ESD) #9, a two-year term ending December 31, 2025. **INGALSBE**
13. Approve Utility Permits. **SMITH/INGALSBE/BORCHERDING**
14. Authorize the execution of a First Amendment to the Professional Services Agreement with W.D. Brown & Associates, PLLC regarding financial investigation services and data analytics and amend the budget accordingly; and authorize a discretionary exemption pursuant to Government Code Ch. 2254.002 (2)(A)(x). **INGALSBE**
15. Approve the specifications for RFP 2024-P03 Countywide Project Management Services and authorize Purchasing to solicit for proposals and advertise. **BECERRA/HUNT**

H.

ACTION ITEMS

I.

ROADS

1. Discussion and possible action to authorize the Court to execute Contract Amendment No. 1 in the amount of \$43,000.00 to the Professional Services Agreement for utility coordination services between Hays County and Cobb, Fendley & Associates, Inc. for the Hillside Terrace Safety Improvements (IH-35 to FM 2001) project in Precinct 2 and amend the budget accordingly. **COHEN/BORCHERDING**
2. Discussion and possible action to authorize the Court to execute Change Order No. 4 in the amount of (\$310,977.78) to the Construction Contract with Aaron Concrete Contractors, LP for the Darden Hill Roundabout (IFB2023-B11) project as part the Hays County Road Bond Program Precinct 4. **SMITH/BORCHERDING**

J.

SUBDIVISIONS

1. PLN-2364-PC; Hold a Public Hearing; followed by discussion and possible action regarding Studio Estates Subdivision, Sec 2B, Blk C, Lot 11, Replat. **INGALSBE/MACHACEK**

K.

MISCELLANEOUS

1. Discussion and possible action to amend the Development Services Department's Fee Schedule. **BECERRA/PACHECO**
2. Discussion and possible action to extend the temporary Communications Manager in the Human Resources Department up to 8 hours per week, to end on or before 2/29/2024 for the completion of the updated Hays County website. **SHELL/INGALSBE/MILLER**
3. Discussion and possible action to accept a Proposal from Water & Earth Technologies (WET) related to the replacement of the pressure transducer on Little Arkansas Road; authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024 (a)(7)(D), and amend the budget accordingly. **SHELL/MIKE JONES**

4. Discussion and possible action to accept a Proposal from Water & Earth Technologies (WET) related to the replacement of the pressure transducer at Old Bastrop Hwy and Cottonwood Creek, authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024 (a)(7)(D), and amend the budget accordingly. **INGALSBE/MIKE JONES**
5. Discussion and possible action to execute a contract with Tenex Software Solutions, Inc., effective September 1, 2023, utilizing their Buyboard contract 710-23. **SHELL/DOINOFF**
6. Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement with Tyler Technologies related to the build out of a new testing/training realm for the Enterprise Courts and Justice (Ocdyssey) systems and amend the budget accordingly. **INGALSBE/McGILL**
7. Discussion and possible action to update compensation related sections of the current HR Personnel Policy and set guidelines for the February 1st Step Plan Implementation. **BECERRA/MILLER/DORSETT**
8. Discussion and possible action to authorize the County Judge to execute a contract with Evoke Wellness related to substance-use treatment for the County Court at Law Mental Health Specialty Court. **INGALSBE/BROWN**

L.

EXECUTIVE SESSIONS

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

1. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court. **BECERRA**
2. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near Hillside Terrace in Precinct 2. Possible discussion and/or action may follow in open court. **COHEN**

M.

STANDING AGENDA ITEMS

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

1. Discussion and possible action related to the burn ban. **BECERRA**
2. Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**
3. Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. **INGALSBE/CUTLER**
4. Discussion and possible action regarding Hays County's use of federal or other grant funding related to COVID-19 response including but not limited to the American Rescue Plan Act (ARPA) and the Emergency Rental Assistance Program (ERAP). **BECERRA**
5. Updates of community health assessment by local health department. **BECERRA**
6. Discussion and possible action related to proposed bills in the 87th Regular Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071. **SMITH**
7. Updates on measurable advancement of Judicial Services to include the areas of staffing, equipment, training, operations and policy, by Director of Judicial Services Randy Focken. **BECERRA**

N. **ADJOURNMENT**

Posted by 5:00 o'clock P.M. on the 29th day of December, 2023
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: F. 1.

Hays County Commissioners Court

Date: 01/02/2024

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Adopt a Proclamation declaring January 15, 2024 as Dr. Martin Luther King, Jr. Day. **INGALSBE**

Summary

Please refer to the attached proclamation.

Attachments

MLK Proclamation



**PROCLAMATION DECLARING JANUARY 15, 2024 AS
DR. MARTIN LUTHER KING, JR. DAY**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, the people of the United States will observe the federal holiday honoring Dr. Martin Luther King, Jr. on January 15, 2024 to celebrate the birthday of this significant civil rights leader who inspired profound and lasting change in our nation; and

WHEREAS, local, state and national organizations will remember this great man by living the theme of the 2024 holiday: “Meet Me at the Crossroads.” The sentiment behind this theme seeks to highlight the 10 year anniversary of the LBJ/MLK Crossroads Memorial and underscore the symbolic significance of the multiple intersections of place, space, time, and race represented in the joining of those historic streets and the crossroads that Dr. King and our nation faced during the Civil Rights Movement; and

WHEREAS, the citizens of San Marcos and Hays County each year commemorate the contributions of Dr. Martin Luther King, Jr. to our nation, our state and to the people of Hays County with special observances, programs, and celebrations; and

WHEREAS, The Dunbar Heritage Association (DHA) along with the San Marcos Arts Commission and the Crossroad Committee are inviting the public to observe the holiday from January 13 through the 15, in honor of the 22nd anniversary of hosting the celebration and in honor of Dr. King’s 96th birthday; and

WHEREAS, the celebration will begin with the DHA MLK Kids Event on Saturday, January 13, followed by the Trailblazer’s Reunion on Sunday, January 14, then on Monday the holiday commemoration starts with the Crossroads Rededication on January 15 at 9:00 a.m. followed by the DHA Wreath-laying at 9:30 a.m., along with the 22nd MLK Walk concluding with a program at the Hays County Courthouse.

WHEREAS, the purpose of this holiday is to encourage all Americans to fulfill Martin Luther King’s vision of freedom, equality, and opportunity for all people;

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim January 15, 2024 as

“DR. MARTIN LUTHER KING, JR. DAY”

AND DO HEREBY CALL upon all citizens to honor the memory of Martin Luther King, Jr. and to participate in local observances that commemorate his important contributions to our nation.

ADOPTED THIS THE 2nd DAY OF JANUARY, 2024

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Michelle Gutierrez Cohen
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk



AGENDA ITEM REQUEST FORM: **G. 4.**

Hays County Commissioners Court

Date: 01/02/2024

Requested By:

Elaine H. Cardenas

Sponsor:

Judge Becerra

Agenda Item

Approve Commissioners Court Minutes of December 19, 2023. **BECERRA/CARDENAS**

Summary

Attachments

12/19/2023 Minutes

HAYS COUNTY COMMISSIONERS' COURT MINUTES



DECEMBER 19, 2023

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 19th DAY OF DECEMBER A.D., 2023, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
MICHELLE COHEN	COMMISSIONER, PCT. 2
LON A. SHELL	COMMISSIONER, PCT. 3
WALT SMITH	COMMISSIONER, PCT. 4
BRIANA RAMIREZ-VARGAS	DEPUTY COUNTY CLERK

Clerk's Note: For complete transcript go to Hays County Website
<https://hayscountytexas.com/commissioners-court/court-video/>
Transcript can be translated into any language through Google.com.

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

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

PUBLIC COMMENTS

Dan Lyon made a public comment concerning Hays County leadership. Rodrigo Amaya made a public comment concerning the Sheriff's Office and election campaigns.

Presentation of Hays County Employee Service and Retirement Awards.

Shari Miller, Director of Human Resources, presented employees with service milestone and retirement awards. The Court, Mike Jones, Director of the Office of Emergency Services, Sheriff Gary Cutler, and Steve Meyer, Chair of Hays County Crime Stoppers, thanked Dennis Gutierrez, Hays County Sheriff's Office retiree, for his 35 years of service to the community.

Presentation by the Homeless Coalition of Hays County regarding the results of the 2023 Point in Time and the upcoming 2024 Point in Time.

Rev. Joshua Sutherland, Co-Chair of the Hays County Homeless Coalition (HCHC), spoke about the HCHC's work and how they collaborate with the Texas Homeless Network. Nancy Heintz, Point-in-Time Coordinator, spoke about how the survey is conducted and what can be learned from it, and reviewed recent Hays County numbers. Kaimi Mattila, HCHC Board Member, spoke about the correlation between mental health issues and homelessness and how the community is addressing these through the Behavioral Advisory Team. Heintz spoke about how the Commissioners Court can assist with the Point-in-Time Count. Judge Becerra spoke about the importance of the count and incentivizing participation. Commissioner Smith spoke about ways the county is starting to address these issues and how having data from the count earlier could contribute to these efforts. Commissioner Shell thanked the HCHC for all their work. Commissioner Cohen discussed with Heintz the information the HCHC is needing from the commissioners and also requested earlier data from the next count. Commissioner Ingalsbe thanked the HCHC for their work. Tammy Crumley, Director of Countywide Operations, stated the Health Department assists with the count and provides COVID tests.

Presentation by Austin Pets Alive! to share an overview of community engagement efforts, including results from the Community Needs & Values Survey.

Lee Ann Shenefiel, Austin Pets Alive! Executive Advisor, presented the results of the Community Needs & Values Survey, including accessibility to pet resources throughout the county, and spoke about what to focus on in the future. Commissioner Ingalsbe spoke about barriers to services and improving transportation for residents, as well as potential locations for a new Pet Resource Center. Commissioner Cohen spoke about involving organizations that work with specific groups of people, such as the elderly.



Commissioner Shell thanked Austin Pets Alive! for their dedication to outreach. Commissioner Smith spoke about the need for resources in the outer portions of the county and suggested providing education on the responsibilities of pet ownership.

39776 Approve payments of County invoices.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve payments of County invoices.

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

5 - 0 Passed - Unanimously

39777 Approve the payment of Juror checks.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the payment of Juror checks.

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

5 - 0 Passed - Unanimously

39778 Approve the payment of United Healthcare claims.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the payment of United Healthcare claims.

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

5 - 0 Passed - Unanimously

39779 Approve Commissioners Court Minutes of December 5, 2023.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve Commissioners Court Minutes of December 5, 2023.

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

5 - 0 Passed - Unanimously

39780 Approve the payment of the December 31, 2023 payroll disbursements in an amount not to exceed \$4,925,000.00 effective December 29, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the payment of the December 31, 2023 payroll disbursements in an amount not to exceed \$4,925,000.00 effective December 29, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

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

5 - 0 Passed - Unanimously

39781 Approve and confirm the appointment of Able Garza as a Deputy Constable and Victor Byrd as a Reserve Deputy Constable in the Hays County Constable Precinct 1 Office.

Rodrigo Amaya made a public comment against the item. David Peterson, Constable Precinct 1, introduced the appointed deputies and spoke about their backgrounds and achievements.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve and confirm the appointment of Able Garza as a Deputy Constable and Victor Byrd as a Reserve Deputy Constable in the Hays County Constable Precinct 1 Office.

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

5 - 0 Passed - Unanimously

39782 Receive the Hays County Sexual Assault Response Team 2023 SART Biennial Report.

Commissioner Smith spoke about the findings and thanked all members of the SART.



A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to receive the Hays County Sexual Assault Response Team 2023 SART Biennial Report.

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

5 - 0 Passed - Unanimously

39783 Adopt a resolution approving the Joint Election Agreement between Hays County and the Republican and Democratic Parties for the 2024 Primary election.

Jennifer Doinoff, Hays County Elections Administrator, thanked the political parties for their cooperation with each other.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to adopt a resolution approving the Joint Election Agreement between Hays County and the Republican and Democratic Parties for the 2024 Primary election.

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

5 - 0 Passed - Unanimously

39784 Approve the reappointment of Commissioner Lon Shell to the Tax Increment Reinvestment Zone (TIRZ) Number 4 (Kissing Tree Development) Board of Directors for a two-year term expiring on December 31, 2025.

Rodrigo Amaya made a public comment against appointing a commissioner with only one year left in their term to a two-year position. Commissioner Shell explained the court may replace him at any time.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the reappointment of Commissioner Lon Shell to the Tax Increment Reinvestment Zone (TIRZ) Number 4 (Kissing Tree Development) Board of Directors for a two-year term expiring on December 31, 2025.

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

5 - 0 Passed - Unanimously

39785 Approve the appointment of Judge Ruben Becerra to the Tax Increment Reinvestment Zone (TIRZ) Number 5 (Downtown) Board of Directors, to replace Commissioner Lon Shell and complete the remainder of the two-year term expiring on December 31, 2024.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the appointment of Judge Ruben Becerra to the Tax Increment Reinvestment Zone (TIRZ) Number 5 (Downtown) Board of Directors, to replace Commissioner Lon Shell and complete the remainder of the two-year term expiring on December 31, 2024.

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

5 - 0 Passed - Unanimously

39786 Approve the reappointment of Commissioner Debbie Ingalsbe to the Tax Increment Reinvestment Zone (TIRZ) Number 5 (Downtown) Board of Directors for a two-year term expiring on December 31, 2025.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the reappointment of Commissioner Debbie Ingalsbe to the Tax Increment Reinvestment Zone (TIRZ) Number 5 (Downtown) Board of Directors for a two-year term expiring on December 31, 2025.

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

5 - 0 Passed - Unanimously

39787 Approve the re-appointments of Joe Pendleton and Chuck Ware to Emergency Service District (ESD) #4 for two-year terms ending December 31, 2025.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the re-appointments of Joe Pendleton and Chuck Ware to Emergency Service District (ESD) #4 for two-year terms ending December 31, 2025.



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

5 - 0 Passed - Unanimously

39788 Approve the re-appointments of Andrew Cable, John Anderson, and Scott Brown to the Emergency Service District (ESD) #7 Board for two-year terms ending December 31, 2025.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the re-appointments of Andrew Cable, John Anderson, and Scott Brown to the Emergency Service District (ESD) #7 Board for two-year terms ending December 31, 2025.

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

5 - 0 Passed - Unanimously

39789 Approve the reappointment of Staci Dement to the Board of Emergency Services District (ESD) #1, a two-year term ending December 31, 2025.

Commissioner Smith thanked all individuals being reappointed to ESDs and TIRZs for their service.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the reappointment of Staci Dement to the Board of Emergency Services District (ESD) #1, a two-year term ending December 31, 2025.

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

5 - 0 Passed - Unanimously

39790 Approve the reappointment of Bert Bronaugh and Haley Ortiz to the Board of Emergency Services District (ESD) #2, a two-year term ending December 31, 2025.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the reappointment of Bert Bronaugh and Haley Ortiz to the Board of Emergency Services District (ESD) #2, a two-year term ending December 31, 2025.

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

5 - 0 Passed - Unanimously

39791 Approve the reappointment of Beth Smith to the Board of Emergency Services District (ESD) #5, a two-year term ending December 31, 2025.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the reappointment of Beth Smith to the Board of Emergency Services District (ESD) #5, a two-year term ending December 31, 2025.

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

5 - 0 Passed - Unanimously

39792 Approve the reappointment of Jim Hollis and Carol Greaves to the Board of Emergency Services District (ESD) #8, a two-year term ending December 31, 2025.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the reappointment of Jim Hollis and Carol Greaves to the Board of Emergency Services District (ESD) #8, a two-year term ending December 31, 2025.

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

5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #G-18 RE: *Approve the reappointment of Chris Baker to the Board of Emergency Services District (ESD) #9, a two-year term ending December 31, 2025. - WAS PULLED.*

39793 Approve the reappointment of Susan Kimball to the board of directors for the Dripping Springs Tax Incremental Reinvestment Zones No. 1 and No. 2, two year term ending December 31, 2025.



A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the reappointment of Susan Kimball to the board of directors for the Dripping Springs Tax Incremental Reinvestment Zones No. 1 and No. 2, two year term ending December 31, 2025.

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

5 - 0 Passed - Unanimously

39794 Authorize the County Judge to execute a renewal agreement and First Amendment with Wellpath, LLC. for the Adult and Juvenile Facilities Healthcare Program pursuant to RFP 2021-P04.

Judge Becerra spoke about recent discussions and efforts to modify the program.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a renewal agreement and First Amendment with Wellpath, LLC. for the Adult and Juvenile Facilities Healthcare Program pursuant to RFP 2021-P04.

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

5 - 0 Passed - Unanimously

39795 Authorize Building Maintenance to replace a two ton mini-split located in the Yarrington server room with a new two ton Mitsubishi mini-split in the amount of \$6,638.72 and amend the budget accordingly.

Dan Lyon made a public comment against the item and its cost. Commissioner Shell spoke about the price of the item and stated the lowest bid was chosen. Commissioner Ingalsbe stated this is a failing system that needs to be replaced.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize Building Maintenance to replace a two ton mini-split located in the Yarrington server room with a new two ton Mitsubishi mini-split in the amount of \$6,638.72 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

39796 Authorize the County Judge to execute Change Order #7 to the Professional Services Agreement between Hays County and Garver, LLC to extend the agreement for design of low water crossings in Pcts. 1&2 until Dec. 31, 2024.

Dan Lyon made a public comment against change orders and the item. Rodrigo Amaya made a public comment against change orders and requested road improvements in the eastern portions of Hays County. Commissioner Shell explained these projects can take longer if they involve private property and the company is not necessarily being paid more for the time extension. Commissioner Cohen clarified this is a time extension for design purposes and there is no additional funding required.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute Change Order #7 to the Professional Services Agreement between Hays County and Garver, LLC to extend the agreement for design of low water crossings in Pcts. 1&2 until Dec. 31, 2024.

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

5 - 0 Passed - Unanimously

39797 Authorize the County Judge to execute a Work Order with CureMD for the Izenda Ad-Hoc Reporting feature in the amount of \$699.00.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Work Order with CureMD for the Izenda Ad-Hoc Reporting feature in the amount of \$699.00.

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

5 - 0 Passed - Unanimously



39798 Approve the modification of a Letter of Credit in favor of the Texas Commission on Environmental Quality (TCEQ) regarding the operation of a waste material transfer station at 1691 Carney Lane, Wimberley, Texas; and authorize the County Judge to execute documents related to the Letter of Credit.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the modification of a Letter of Credit in favor of the Texas Commission on Environmental Quality (TCEQ) regarding the operation of a waste material transfer station at 1691 Carney Lane, Wimberley, Texas; and authorize the County Judge to execute documents related to the Letter of Credit.

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

5 - 0 Passed - Unanimously

39799 Authorize the submission of a renewal grant application to the Department of State Health Services (DSHS), FY25 Immunizations/Locals Grant Program in the amount of \$192,341.00.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the submission of a renewal grant application to the Department of State Health Services (DSHS), FY25 Immunizations/Locals Grant Program in the amount of \$192,341.00.

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

5 - 0 Passed - Unanimously

39800 Approve Utility Permits.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve Utility Permits.

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

5 - 0 Passed - Unanimously

39801 Authorize the execution of an Engagement Letter with Milliman, Inc. for services related to the required GASB 75 valuation of other post-employment benefits for the County's annual financial statements, and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(4).

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the execution of an Engagement Letter with Milliman, Inc. for services related to the required GASB 75 valuation of other post-employment benefits for the County's annual financial statements, and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(4).

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

5 - 0 Passed - Unanimously

39802 Authorize the County Judge to execute the Phasing Agreement and License Agreement for the Prairie Lakes (Diecieseis Tract) Subdivision between Hays County and Diecieseis, LLC.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute the Phasing Agreement and License Agreement for the Prairie Lakes (Diecieseis Tract) Subdivision between Hays County and Diecieseis, LLC.

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

5 - 0 Passed - Unanimously

39803 Accept delivery of the Auditor's Office Quarterly Internal Examination Reports.

Rodrigo Amaya made a public comment concerning the Hays County Auditor. Commissioner Shell asked for any complaints to be filed with the District Judges.

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



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

5 - 0 Passed - Unanimously

39804 Approve the April 2023, May 2023, June 2023, July 2023, August 2023 and September 2023 Treasurer and Investment Reports.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the April 2023, May 2023, June 2023, July 2023, August 2023 and September 2023 Treasurer and Investment Reports.

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

5 - 0 Passed - Unanimously

39805 Ratify the acceptance of a \$300.00 donation to the Sheriff's Office and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to ratify the acceptance of a \$300.00 donation to the Sheriff's Office and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

39806 Authorize the Sheriff's Office to purchase a replacement shredder valued at \$696.00.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the Sheriff's Office to purchase a replacement shredder valued at \$696.00.

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

5 - 0 Passed - Unanimously

39807 Approve specifications for IFB 2024-B03 Winters Mill Parkway Roadway Improvements, Lighting and Pavement Markings and authorize Purchasing to solicit for bids and advertise.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve specifications for IFB 2024-B03 Winters Mill Parkway Roadway Improvements, Lighting and Pavement Markings and authorize Purchasing to solicit for bids and advertise.

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

5 - 0 Passed - Unanimously

39808 Ratify the submission of a grant application to the Capital Area of Government, Solid Waste Grant Program in the amount of \$21,419.20.

Tammy Crumley, Director of Countywide Operations, stated the match will no longer be in-kind, it will be \$1,804.80 for the western event and \$1,829.80 for the eastern event.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to ratify the submission of a grant application to the Capital Area of Government, Solid Waste Grant Program in the amount of \$21,419.20, and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

39809 Authorize the County Judge to execute a Tetra Vertical Solutions work order in the amount of \$2,500.00 for repairs to the Skyfold Vertical Wall located at the Public Safety Building.

Rodrigo Amaya made a public comment concerning the quality of the building and warranties. Commissioner Shell stated items under warranty are covered and spoke about improving county building in the future.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Tetra Vertical Solutions work order in the amount of \$2,500.00 for repairs to the Skyfold Vertical Wall located at the Public Safety Building.



AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

39810 Approve specifications for RFP 2024-P07 Employee Benefits Financial Consulting Services and authorize Purchasing to solicit for proposals and advertise.

Rodrigo Amaya made a public comment against the item.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve specifications for RFP 2024-P07 Employee Benefits Financial Consulting Services and authorize Purchasing to solicit for proposals and advertise.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

39811 Approve renewal of IFB 2022-B01 Duty & Training Ammunition with Parabellum Research and BION Sol, LLC.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve renewal of IFB 2022-B01 Duty & Training Ammunition with Parabellum Research and BION Sol, LLC.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

39812 Approve payment in the amount of \$521.64 to ODP Business Solutions, LLC related to office supplies for the District Clerk's Office where no purchase order was issued per the Hays County Purchasing Policy.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve payment in the amount of \$521.64 to ODP Business Solutions, LLC related to office supplies for the District Clerk's Office where no purchase order was issued per the Hays County Purchasing Policy.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

39813 Approve payment in the amount of \$700.00 to Texas Association of Counties related to Continuing Education for the District Clerk's Office where no purchase order was issued per the Hays County Purchasing Policy.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve payment in the amount of \$700.00 to Texas Association of Counties related to Continuing Education for the District Clerk's Office where no purchase order was issued per the Hays County Purchasing Policy.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

39814 Discussion and possible action to approve an Advance Funding Agreement Amendment #1 For Preventative Maintenance and Rehabilitation Program On-System Project (RM 967) and authorize the County Judge to execute the Advance Funding Agreement Amendment #1 on behalf of Hays County and amend the budget accordingly.

Commissioner Smith spoke about the progression of this project and thanked the Texas Department of Transportation for their timely work.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve an Advance Funding Agreement Amendment #1 For Preventative Maintenance and Rehabilitation Program On-System Project (RM 967) and authorize the County Judge to execute the Advance Funding Agreement Amendment #1 on behalf of Hays County and amend the budget accordingly.



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

5 - 0 Passed - Unanimously

39815 Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, acceptance of the 2-year maintenance bond #355371M in the amount of \$192,527.03 for Waterstone Phase 1A.

Commissioner Ingalsbe stated this has staff recommendation.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept road construction & surface drainage improvements, accept the 2-year maintenance bond #355371M in the amount of \$192,527.03 for Waterstone Phase 1A.

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

5 - 0 Passed - Unanimously

39816 Discussion and possible action to accept fiscal surety for street and drainage improvements in the amount of \$902,317.55 for the Crosswinds, Phase 6B, Final (Performance Bond No. CMS354712).

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept fiscal surety for street and drainage improvements in the amount of \$902,317.55 for the Crosswinds, Phase 6B, Final (Performance Bond No. CMS354712).

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

5 - 0 Passed - Unanimously

39817 PLN-2173-PC; Discussion and possible action regarding Shadow Creek, Ph 12, Sec 1, Lot 1, Replat.

Marcus Pacheco, Director of Development Services, provided background on the property and stated it has full staff recommendation for approval.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to approve Shadow Creek, Ph 12, Sec 1, Lot 1, Replat (PLN-2173-PC).

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

5 - 0 Passed - Unanimously

39818 PLN-2364-PC; Call for a Public Hearing on January 2nd, 2024, followed by discussion and possible action regarding the Studio Estates Subdivision, Section 2B, Block C, Lot 11, Replat.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to call for a Public Hearing on January 2nd, 2024, followed by discussion and possible action regarding the Studio Estates Subdivision, Section 2B, Block C, Lot 11, Replat (PLN-2364-PC).

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

5 - 0 Passed - Unanimously

39819 Discussion and possible action authorizing the Sheriff's Office to execute a Memorandum of Understanding with Homeland Security Investigations for the reimbursement of joint operations expenses.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the Sheriff's Office to execute a Memorandum of Understanding with Homeland Security Investigations for the reimbursement of joint operations expenses.

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

5 - 0 Passed - Unanimously

39820 Discussion and possible action authorizing the County Judge to execute an Agreement between Axon Enterprise Inc. and Hays County, effective July 1, 2024, to utilize Sourcewell Contract #010720-AXN.



Commissioner Ingalsbe stated this will be for upgrades to technology in 11 interview rooms which will streamline the interview process.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute an Agreement between Axon Enterprise Inc. and Hays County, effective July 1, 2024, to utilize Sourcewell Contract #010720-AXN.

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

5 - 0 Passed - Unanimously

39821 Discussion and possible approval of the Property Liability policy from Texas Association of Counties, and authorize a discretionary exemption pursuant to Texas Local Government Center 262.024 (a)(4).

Shari Miller, Director of Human Resources, explained the county has been covered since July, but the payment was postponed until now.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the Property Liability policy from Texas Association of Counties, and authorize a discretionary exemption pursuant to Texas Local Government Center 262.024 (a)(4).

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

5 - 0 Passed - Unanimously

39822 Discussion and possible action to approve the formation of a Purchasing Policy Committee to include the County Judge, Treasurer, Purchasing Agent, District Attorney - Civil Division, and Directors (or their designee) of Transportation Department, Countywide Department, IT Department, and Sheriff's Department to review and update the Hays County Purchasing Policy and bring recommendations to Commissioners Court.

Rodrigo Amaya made a public comment against the creation of additional committees. Judge Becerra spoke about the intended purpose of this committee and how it should streamline purchasing processes. Stephanie Hunt, Hays County Purchasing Agent, recommended Vickie Dorsett, Hays County Budget Officer, and Commissioner Cohen be added to the committee. Commissioner Shell suggested including a member of the Auditor's Office. Commissioner Smith asked for Hunt to lead the committee and provide direction as someone who is very knowledgeable on county purchasing policies.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the formation of a Purchasing Policy Committee to include the County Judge, Commissioner Cohen, Treasurer, Purchasing Agent, District Attorney - Civil Division, Budget Officer, and Directors (or their designee) of Transportation Department, Countywide Department, IT Department, and Sheriff's Department to review and update the Hays County Purchasing Policy and bring recommendations to Commissioners Court.

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

5 - 0 Passed - Unanimously

39823 Discussion and possible action authorizing the execution of a Product Schedule, Order Agreement and Equipment Removal/Buyout Authorization with Ricoh USA, Inc. to replace the copier for the District Attorney, Civil Division copier, total monthly amount \$269.94.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a Product Schedule, Order Agreement and Equipment Removal/Buyout Authorization with Ricoh USA, Inc. to replace the copier for the District Attorney, Civil Division copier, total monthly amount \$269.94.

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

5 - 0 Passed - Unanimously

39824 Discussion and possible action to authorize the County Judge to execute an Agreement between Hays County and the City of Dripping Springs for use of the Dripping Springs Ranch Park.

Commissioner Smith explained the issue with the original agreement and stated this agreement will be more beneficial to the county and allow for more use of the facility.



A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute an Agreement between Hays County and the City of Dripping Springs for use of the Dripping Springs Ranch Park.

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

5 - 0 Passed - Unanimously

39825 Discussion and possible action authorizing the County Judge to execute a License Agreement between Hays County and Hays County Crime Stoppers for use of the two upstairs office spaces located at 120 Stagecoach Trail, San Marcos, TX.

Rodrigo Amaya made a public comment asking for clarification on the location of these offices. Jennifer Doinoff, Hays County Elections Administrator, explained that since there is no security at the new Elections building, having a non-public facing entity such as Hays County Crime Stoppers occupy the space is a good fit.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a License Agreement between Hays County and Hays County Crime Stoppers for use of the two upstairs office spaces located at 120 Stagecoach Trail, San Marcos, TX.

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

5 - 0 Passed - Unanimously

Clerk's Note: Judge Becerra called for a recess that began at 10:58 a.m. and resumed back into open court at 11:05 a.m.

39826 Discussion and possible action to authorize a First Amendment to the Hays County American Rescue Plan Recovery Grant Agreement with the Hays Consolidated Independent School District and amend the budget accordingly.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize a First Amendment to the Hays County American Rescue Plan Recovery Grant Agreement with the Hays Consolidated Independent School District and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

39827 Discussion and possible action to authorize the County Judge to execute a Funding Agreement with the City of San Marcos related to the Courthouse Renovation project and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute a Funding Agreement with the City of San Marcos related to the Courthouse Renovation project and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

39828 Discussion and possible action to authorize the Constable Pct. 1 Office to utilize Lower Colorado River Authority (LCRA) for vehicle equipment removal and installation services and amend the budget accordingly.

Rodrigo Amaya made a public comment against the item. David Peterson, Constable Precinct 1, spoke about the justification for this item and issues experienced with the supply chain and hiring. Commissioner Ingalsbe explained this work is usually done in-house but due to staff shortages it needs to be outsourced.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Constable Pct. 1 Office to utilize Lower Colorado River Authority (LCRA) for vehicle equipment removal and installation services and amend the budget accordingly.

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

5 - 0 Passed - Unanimously



39829 Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement regarding the City of Kyle Tax Increment Reinvestment Zone (TIRZ) #5.

Jordan Powell, First Assistant Criminal District Attorney - Civil Division, spoke about the proposed TIRZ and the county's contribution to it. She suggested the Road and Bridge tax be excluded. Commissioner Ingalsbe stated she and Commissioner Cohen will monitor how the money is spent as the county's representatives on the board. Commissioner Shell asked for changes to back up documents regarding the county's tax rates. Commissioner Smith expressed concern over purchasing right-of-way through the facility and asked municipalities not to wait until the end of the year to bring forward proposals. Judge Becerra clarified how the county will contribute to the development of this area.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the County Judge to execute an Interlocal Agreement regarding the City of Kyle Tax Increment Reinvestment Zone (TIRZ) #5.

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

5 - 0 Passed - Unanimously

39830 Discussion and possible action to appoint Commissioner Debbie Ingalsbe and Commissioner Michelle Cohen to the Board of Directors for the City of Kyle Tax Increment Reinvestment Zone (TIRZ) Number 5 for a two-year term.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to appoint Commissioner Debbie Ingalsbe and Commissioner Michelle Cohen to the Board of Directors for the City of Kyle Tax Increment Reinvestment Zone (TIRZ) Number 5 for a two-year term.

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

5 - 0 Passed - Unanimously

Clerk's Note: Executive Session began at 12:16 p.m and resumed back into open court at 2:26 p.m.

39831 Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court.

Those present in Executive Session were the Commissioners Court, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, Shari Miller, Director of Human Resources, and Tammy Crumley, Director of Countywide Operations. Commissioner Shell stated this contract and related assignment of interest in conservation easement will be funded from the 2021 park bond funds.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute an Unimproved Property Contract and Assignment of Interest in Conservation Easement between Hays County and the San Marcos River Foundation, related to a conservation easement on approximately 75 acres located in San Marcos, Texas, Precinct 3, as presented and discussed in Executive Session, authorize the Civil Division of the Hays County Criminal District Attorney's Office to execute all documents incidental to closing this transaction, and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

39832 Executive Session Pursuant to Sections 551.071 and 551.087 of the Texas Government Code: Consultation with counsel and deliberation regarding economic development negotiations associated with Project Hot Pursuit, Project Midtown and Project Lights Out. Possible discussion and/or action may follow in open court.

Those present in Executive Session were the Commissioners Court, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, Marisol Villarreal-Alonzo, Hays County Auditor, Stephanie Leibe, Norton Rose Fulbright, Will Atkinson, City of Kyle Planning Director, Victoria Vargas, City of Kyle Economic Development Director, Jennifer Luna, Greater San Marcos Partnership (GSMP) Project Manager, and Mike Kamerlander, GSMP President/CEO.



Commissioner Cohen stated the incentive will consist of 50% of the County's sales taxes collected above the Sales Tax Base (which is currently \$0) and received by the County on the commercial properties located on the property for the calendar year; sales tax rebates will be based on annual performance and certifications thereof; and performance is based on construction thresholds including construction, Certificates of Occupancy, and site development permits.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Chapter 381 Economic Development Incentive Agreement between Hays County and NewQuest Equity L.C., as presented in Executive Session.

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

5 - 0 Passed - Unanimously

Executive Session Pursuant to Sections 551.071 and 551.087 of the Texas Government Code: Consultation with counsel and deliberation regarding economic development negotiations associated with Project Marco. Possible discussion and/or action may follow in open court.

Those present in Executive Session were the Commissioners Court, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, Shari Miller, Director of Human Resources, and Tammy Crumley, Director of Countywide Operations. No action taken.

39833 Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity of and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 0.2737 acre out of that certain 81.25 acre property owned by HC Alexander Place, LLC a North Carolina limited liability company and JBH Development, LLC, and which is required for the construction of the proposed Cotton Gin roadway improvements and utility adjustments, and take other appropriate action (Tract 28). Possible action may follow in open court.

Those present in Executive Session were the Commissioners Court, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, and Shari Miller, Director of Human Resources.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Resolution, as presented in Executive Session, determining the necessity of and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 0.2737 acre out of that certain 81.25 acre property owned by HC Alexander Place, LLC a North Carolina limited liability company and JBH Development, LLC, and which is required for the construction of the proposed Cotton Gin roadway improvements and utility adjustments, and take other appropriate action (Tract 28).

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

5 - 0 Passed - Unanimously

39834 Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity of and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 0.3463 acres out of that certain 140 acres HC Alexander Place, LLC and JBH Development, LLC, and which is required for the construction of the proposed Cotton Gin roadway improvements and utility adjustments, and take other appropriate action (Tract 29). Possible action may follow in open court.

Those present in Executive Session were the Commissioners Court, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, and Shari Miller, Director of Human Resources.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Resolution, as presented in Executive Session, determining the necessity of and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 0.3463 acre out of that certain 140 acre property owned by HC Alexander Place, LLC a North Carolina limited liability company and JBH Development, LLC, and which is required for the construction of the proposed Cotton Gin roadway improvements and utility adjustments, and take other appropriate action (Tract 29).



AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the employment and duties of the position of the Hays County Judicial Services Director. Possible discussion and/or action may follow in open court.

Those present in Executive Session were the Commissioners Court, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, Shari Miller, Director of Human Resources, and Ben Moore, Criminal Associate Judge - Magistrate's Court. No action taken.

39835 Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the employment and duties of the position of the Hays County Local Health Authority. Possible discussion and/or action may follow in open court.

Judge Becerra clarified he should be listed as the sponsor of this item on the agenda, not Commissioner Cohen. Those present in Executive Session were the Commissioners Court, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, Shari Miller, Director of Human Resources, and Tammy Crumley, Director of Countywide Operations. Judge Becerra thanked Tammy Crumley for her work on this.

A motion was made by Judge Becerra, seconded by Commissioner Shell to approve the Director of Hays County Health Department's appointment Dr. John Charles Turner, Jr. as the Hays County Local Health Authority, effective December 21, 2023 and authorize the County Judge to execute a Professional Services Agreement in relation to such appointment.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #M-1 RE: *Discussion and possible action related to the burn ban.* - **WAS PULLED.**

Clerk's Note Agenda Item #M-2 RE: *Discussion related to the Hays County inmate population, to include current population counts and costs.* - **WAS PULLED.**

Clerk's Note Agenda Item #M-3 RE: *Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow.* - **WAS PULLED.**

Clerk's Note Agenda Item #M-4 RE: *Discussion and possible action regarding Hays County's use of federal or other grant funding related to COVID-19 response including but not limited to the American Rescue Plan Act (ARPA) and the Emergency Rental Assistance Program (ERAP).* - **WAS PULLED.**

Clerk's Note Agenda Item #M-5 RE: *Updates of community health assessment by local health department.* - **WAS PULLED.**

Clerk's Note Agenda Item #M-6 RE: *Discussion and possible action related to proposed bills in the 87th Regular Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071.* - **WAS PULLED.**

Clerk's Note Agenda Item #M-7 RE: *Updates on measurable advancement of Judicial Services to include the areas of staffing, equipment, training, operations and policy, by Director of Judicial Services Randy Focken.* - **WAS PULLED.**

ADJOURNMENT


A motion was made by Commissioner Shell, seconded by Judge Becerra to adjourn court at 2:30 p.m.



December 19, 2023

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on DECEMBER 19, 2023.




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





AGENDA ITEM REQUEST FORM: **G. 5.**

Hays County Commissioners Court

Date: 01/02/2024

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Approve the payment of the January 15, 2024 payroll disbursements in an amount not to exceed \$4,200,000.00 effective January 15, 2024 and post totals for wages, with-holdings, deductions and benefits on the Hays County website once finalized. **BECERRA/DORSETT**

Summary



Hays County Commissioners Court

Date: 01/02/2024

Requested By:

Don Montague, Constable Pct 3

Sponsor:

Commissioner Shell

Agenda Item

Approve and confirm the appointment of Travis Brown and John Zamora as regular full-time Deputy Constables in the Hays County Constable Precinct 3 Office. **SHELL/MONTAGUE**

Summary

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

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE.

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



Hays County Commissioners Court

Date: 01/02/2024

Requested By:

Ron Hood

Sponsor:

Commissioner Smith

Co-Sponsor:

Commissioner Shell

Agenda Item

Approve and confirm the appointment of Zachary D. Miller as a regular full-time Deputy Constable in the Hays County Constable Precinct 4 Office. **SMITH/SHELL/HOOD**

Summary

Deputy Constable Zachary Miller will fill the vacant motor officer position in the Constable, Pct. 4 Office. In compliance with the Texas Local Government Code - Section 86-11, the Commissioners Court is asked to approve and confirm this appointment as a necessary position to properly handle the business of the Constable's office.

Attachments

Miller, Zachary - Appointment



CONSTABLE RON HOOD
Hays County, Precinct 4

195 Roger Hanks Parkway
Dripping Springs, TX 78620

<http://hayscountytexas.com/law-enforcement/constables/constable-precinct-4>



Office: (512) 858-7605
Fax: (512) 858-4799
Email: ron.hood@co.hays.tx.us

January 2, 2024

To: Ruben Becerra, Hays County Judge
Debbie Ingalsbe, Hays Co. Commissioner, Pct. 1
Michelle Cohen, Hays Co. Commissioner, Pct. 2
Lon Shell, Hays Co. Commissioner, Pct. 3
Walt Smith, Hays Co. Commissioner, Pct. 4

Re: Deputy Constable Appointment – Zachary David Miller

In compliance with TX Local Government Code – Section 86.011(a), I am privileged to submit to the Commissioners Court Zachary David Miller. for approval as a Deputy Constable with Hays Co. Constable's Office, Pct. 4.

Mr. Miller has over 13 years of local law enforcement experience, having served with the Hays County Sheriff's Office (2009–2023). While with the Hays County Sheriff's Department, he has served as a:

- Corrections Officer (2009 - 2011)
- Patrol Deputy (2011 - 2016)
- Mental Health Officer (2016 – 2017)
- Training Deputy (2019 – 2021)
- Patrol Supervisor (2021)
- CID Detective (2021 – 2023)

Zachary Miller holds a Bachelor of Science in Criminal Justice from Texas State University (2008). He has obtained over 2812 hours of total training hours with the Texas Commission on Law Enforcement (TCOLE) and holds the following certifications with TCOLE:

- Jailer License (2010)
- Basic Peace Officer (2011)
- Peace Officer License (2013)
- Basic Peace Officer (2019)
- Firearms Instructor (2019)
- Intermediate Peace Officer (2020)
- Advance Peace Officer (2020)
- Master Peace Officer (2020)

Respectfully submitted,

A handwritten signature in blue ink that reads "Ron E. Hood".

Ron Hood, Constable
Hays County Precinct 4



Hays County Commissioners Court

Date: 01/02/2024

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Cohen

Agenda Item:

Authorize the County Judge to execute the annual agreement between Plateau Land & Wildlife Management and Hays County in the amount of \$6,089.24 for annual wildlife management services for the Gay Ruby Dahlstrom Nature Preserve.
COHEN/T.CRUMLEY

Summary:

Authorize the renewal of the 2024 annual agreement between Plateau Land & Wildlife and Hays County. The annual wildlife management plan includes site monitoring visits, inspections and maintenance of nest boxes and wildlife stations, fire ant control, a spring bird survey, and an annual report to Hays CAD.

Fiscal Impact:

Amount Requested: \$6,090

Line Item Number: 001-700-00.5448

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Original Agreement signed 11.17.15, has not exceeded \$50,000.00

Auditor's Office:

G/L Account Validated Y/N?: Yes, Contract Services Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Plateau 2024 Annual Agreement



P.O. Box 1251
Dripping Spring, TX 78620
888-289-9409

Quotation for Services 2024 Service Agreement

Quote # 12862

Date 12-14-2023

Account # 0014x000000ZMiuUAAT

Sold to

Invoice Hays County
Judge Ruben Becerra, Hays County
Hays County 712 S. Stagecoach Trail, Ste.
1204
San Marcos, TX 78666

Plateau Representative

Kameron Bain

QTY	Code	Descriptions	Unit Price	Extended Price
1	ANRPR	Annual Report(2024) Plateau prepares, submits, and confirms delivery of your annual report to your Central Appraisal District(s). The report details all of the qualifying wildlife management activities performed on your property during the calendar year. Any supporting documentation including photos, receipts, reports, and/or maps will be included with the annual report to completely document all activities	\$550.00	\$550.00
1	DISCS	Discount for Wildlife Management Services Clients	-\$50.00	-\$50.00
2	SMV	Site Monitoring Visit Ecological Services Technicians will inspect, monitor, test functionality and make minor repairs of all Wildlife Management Products originally installed by Plateau. Technicians will thoroughly document findings while on-site. Notes and observations are recorded on field log sheets. GIS data is confirmed or created as needed for map creation. Digital photographs are taken and stored for each activity monitored for use in Annual Reports. Base price starting at \$200 plus \$10 for each nest box.	\$590.00	\$1,180.00

4	ORFA	Imported Red Fire Ant Treatment(IRFA) Plateau Wildlife Services Technicians will treat areas of your property with a known Imported Red Fire Ant infestation or survey habitat where infestation is likely to occur. Once identified, a granule bait with a dual acting insecticide is applied to each ant mound. The dual acting insecticide contains a metabolic inhibitor that kills ants within 24-72 hours while the insect growth regulator prevents ant development to adult phase eliminating ant reproduction and mound rebound.	\$700.00	\$2,800.00
2	QR100	Quail System Re-Fill and Re-Charge (QS Equipped with 100 Gallon Tank) A Plateau Wildlife Services Technician will attend to the two critical components of your Quail and Small Wildlife Station by filling the feed barrel with up to 100 lbs. of scratch and re-charging the 100 gallon tank of the rainwater collection system.	\$400.00	\$800.00
1	WREN	Wren Nest Box Wren nest box built to specification of rough cut cedar by Texas based craftsmen.	\$35.00	\$35.00
1	NBIN	Nest Box Installation Nest boxes installed by qualified Plateau technician in species appropriate locations. Each nest box location will be marked with a GPS way point for future mapping and digital photos will be taken to document the activity. A field log sheet will also be completed documenting the installations. Replacement for Wren 16-09	\$16.00	\$16.00
1	SBBSR	Spring Breeding Bird Survey(2024) A Spring Breeding Census will be performed during March 15 - June 30 to identify migratory and breeding birds on your property. This is a great opportunity to learn which birds are utilizing your property during the spring months. The information can be used to identify important breeding and nesting habitats, track population trends, and create management plans for year-round use.	\$595.00	\$595.00
88	MILT	Technician Mileage	\$1.48	\$130.24
44	MILS	Survey Mileage	\$0.75	\$33.00

Total \$6,089.24

Please select a Payment Option: 1. Single Payment option will be billed on January 1st of the service year or the date the agreement is received. 2. Installment Payment option will be billed on the 1st day of each quarter. Agreements received after January

1st will be billed for the first installment on the date the agreement is received. Installments for agreements received after the 1st quarter of the service year will be calculated based on the number of remaining quarters in the year.

Signature Page

PLEASE NOTE: All prices in this bid are subject to change after 30 days from the date of this offer unless accepted. In the event of termination of the agreement or sale of the property, the landowner agrees to pay for all work performed up to termination date. If an outstanding balance or refund is due, final payment will be invoiced in full or a refund issued at the termination of the agreement or sale of the property.

Service agreements are non-transferable. In the event of the sale of the property on which these services are being performed, it is the landowner's or buyer's responsibility to contact Plateau Land & Wildlife Management, Inc. and provide the buyer's contact information within 30 days of the sale of the property if the buyer intends to continue services. Plateau Land & Wildlife Management, Inc. is under no obligation to continue the wildlife management practices on the property without the buyer's contact information and their consent to enter the property.

Note: All fees are subject to annual re-negotiation. Plateau Land & Wildlife Management, Inc. offers no guarantee, expressed or implied, that County Appraisal Districts will continue to approve Wildlife Management Valuation.

Signatures:

Plateau Land & Wildlife Management, Inc.	Date	Judge Ruben Beccera	Date
------------------------------------------	------	---------------------	------

To save time and paper and to provide the fastest service possible, we will deliver all invoices via email. If the email address listed below is not correct for billing or if you prefer to receive invoices by regular mail please let us know.

Landowner Email: _____

For Plateau Land & Wildlife Management, Inc. Internal Use

Legal Ownership Name:	Dahlstrom Family LP		
Property:	Howe Pasture - Public Access Project		
Number of Acres:	850.40	County:	Hays
Phone		Region:	Dripping Springs
Subdivision:		Lot:	
Email:	lisa.griffin@co.hays.tx.us		



AGENDA ITEM REQUEST FORM: **G. 9.**

Hays County Commissioners Court

Date: 01/02/2024

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Approve the reappointment of Kyle Mylius to the San Marcos Tax Increment Reinvestment Zone (TIRZ) Number 5 (Downtown) Board of Directors for a two-year term expiring on December 31, 2025. **INGALSB**E

Summary

Kyle Mylius currently serves on the San Marcos TIRZ #5 Board, his current term expires on Dec. 31, 2023.



AGENDA ITEM REQUEST FORM: **G. 10.**

Hays County Commissioners Court

Date: 01/02/2024

Requested By:

Sponsor:

Commissioner Shell

Agenda Item

Approve the re-appointments of Leighton Stallones and Lee Ann Kenworthy to Emergency Service District (ESD) #3 for two year terms ending December 31, 2025. **SHELL**

Summary

Both Mrs. Kenworthy and Mr. Stallones wish to continue to serve ESD #3.



AGENDA ITEM REQUEST FORM: **G. 11.**

Hays County Commissioners Court

Date: 01/02/2024

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Approve the reappointment of Sergio Bazaldua to the Board of Emergency Services District (ESD) #5, a two-year term ending December 31, 2025. **INGALSBE**

Summary



AGENDA ITEM REQUEST FORM: **G. 12.**

Hays County Commissioners Court

Date: 01/02/2024

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Approve the reappointment of Diane Hervol to the Board of Emergency Services District (ESD) #9, a two-year term ending December 31, 2025. **INGALSBE**

Summary



Hays County Commissioners Court

Date: 01/02/2024

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Co-Sponsor:

Commissioner Ingalsbe

Agenda Item

Approve Utility Permits. **SMITH/INGALSBE/BORCHERDING**

Summary

TRN-2023-6627-UTL	KimTil Inc proposes to cut across Rocky Ridge trail to tie into an existing wastewater manhole and run the wastewater across the street to the project.
TRN-2023-7255-UTL	MCI proposes to install 4726' of underground conduit and fiber optic cable along the northeast side of Mathias Ln and turning onto Foster Pl. MCI will trench along unfinished surface and bore beneath finished surface.
TRN-2023-6981-UTL	Utility crossing for the placement of the 24" effluent force main along Main Street east of Fire Cracker Drive via bore.

Attachments

Permit
Plan Set
Plan Set 2
Permit
Plan Set
Permit
Location Map
Site Plan
Survey
TCP



Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 7/26/2023 .

Utility Company Information:

Name: KimTil Inc
Address: 1700 Old Settlement Rd Round Rock TX
Phone: 5128482424
Contact Name: Til Baack

Engineer / Contractor Information:

Name: Kimtil Inc
Address: 1700 Old Settlement Rd Round Rock 78664
Phone: 5128482424
Contact Name: Tilden Baack

Hays County Information:

Utility Permit Number: TRN-2023-6627-UTL
Type of Utility Service: Wastewater (6" SCH 40)
Project Description:
Road Name(s): We will be cutting across Rock Ridge Trail at the intersection of Rocky Ridge Trail and Four Star Blvd, , , , , ,
Subdivision:
Commissioner Precinct:

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

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

A handwritten signature in cursive script, appearing to read "Roland Chapman".

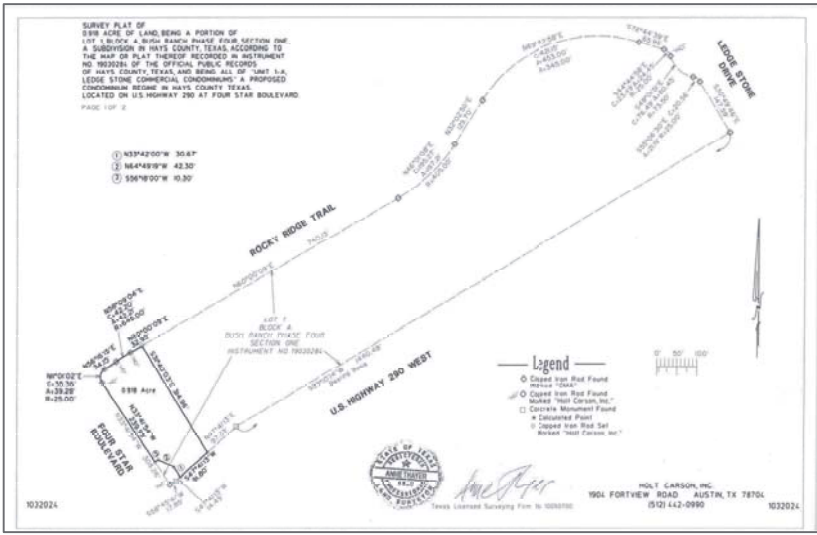
12/27/2023

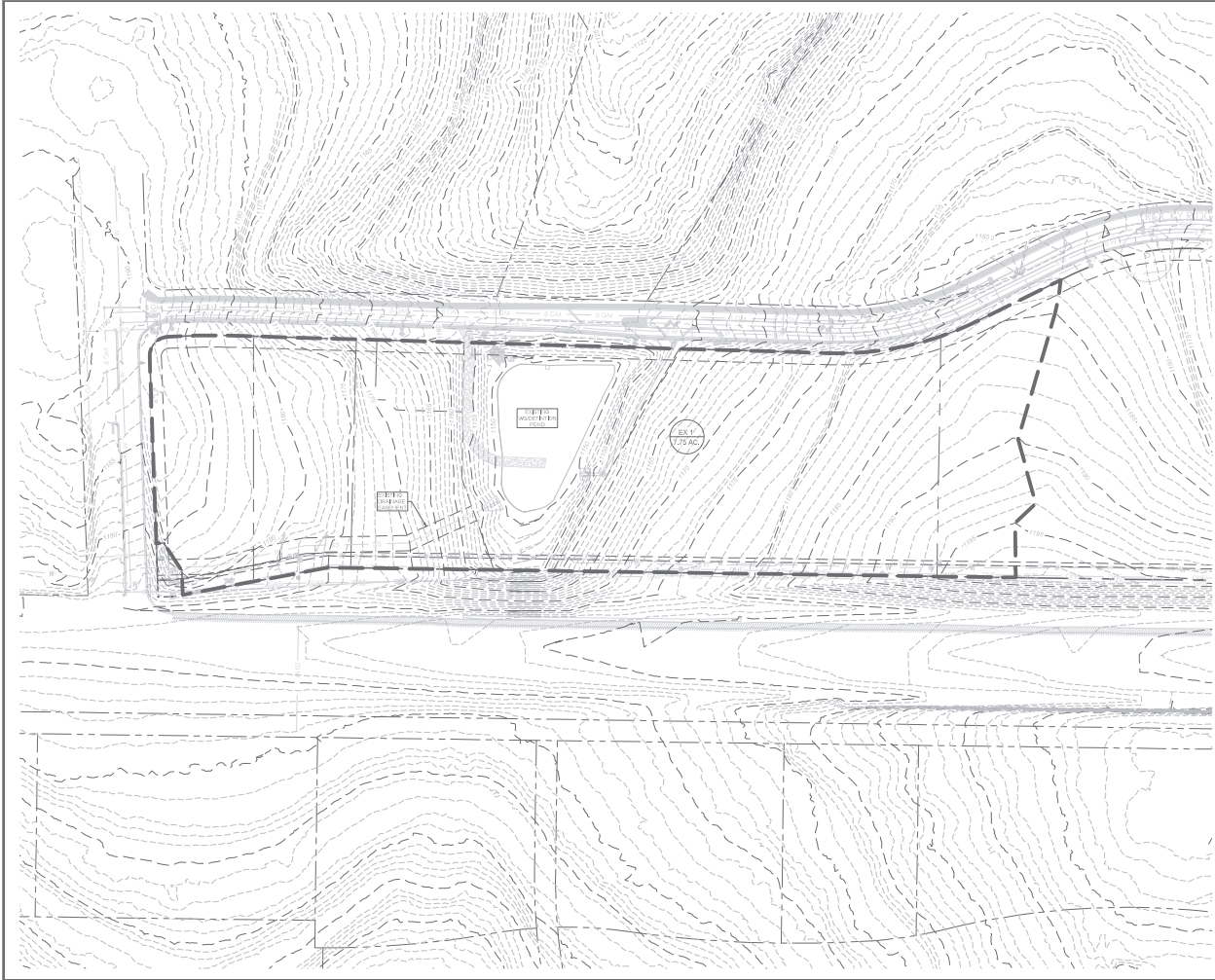
Signature

Title

Date

Date: 6/9/2020
Book by: AWD
Exam By: MBS
Sheet No.: 1 of 15
Project No.:





LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPERTY BOUNDARY
- DRAINAGE AREA
- PROPOSED STORM LINE
- CURB INLET
- PROPOSED STORM MANHOLE
- PROPOSED STORM JUNCTION BOX
- ROCK FILTER TRAP
- DISCHARGE POINT
- DRAINAGE AREA OUTLET

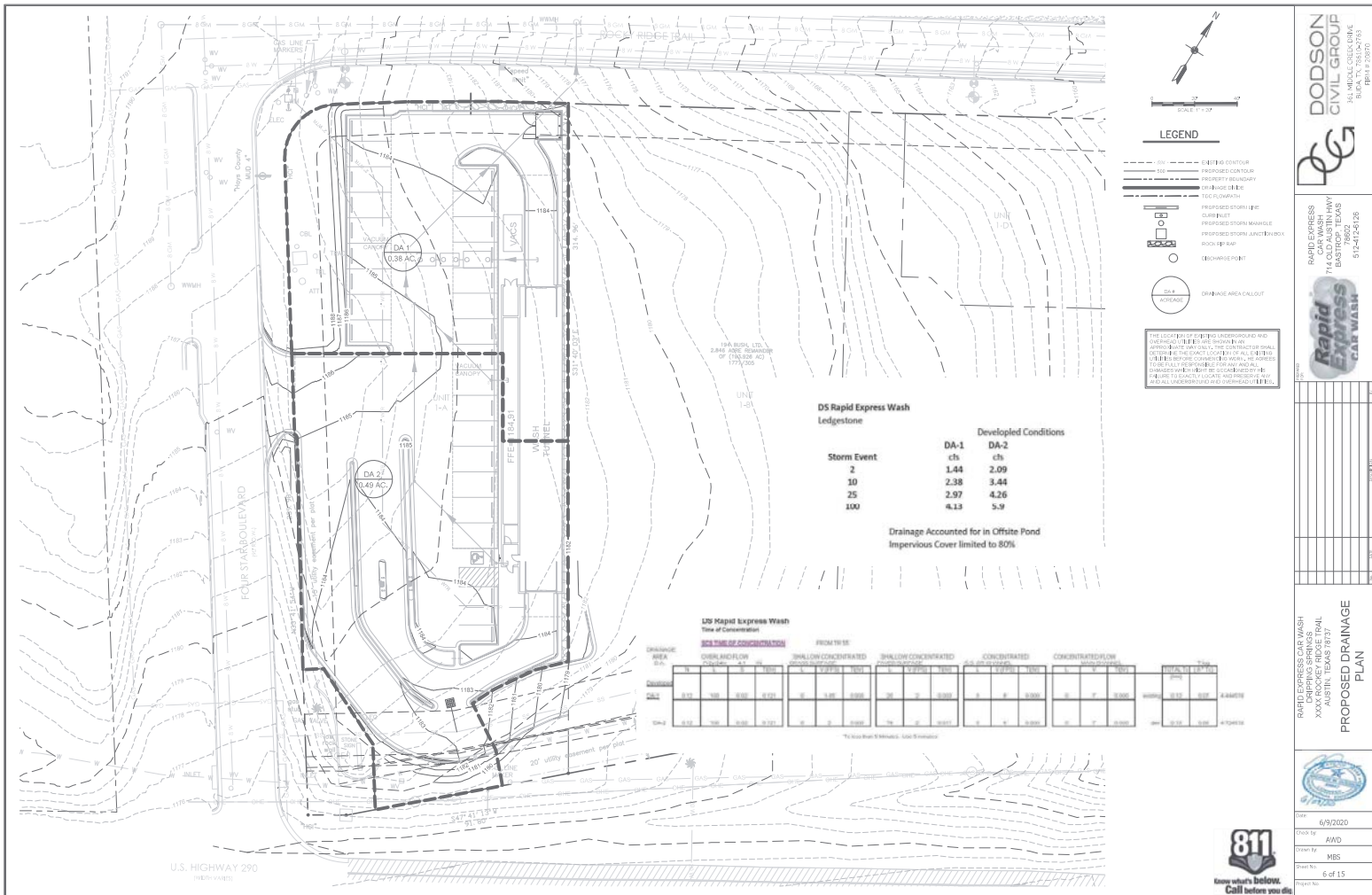
NOTE:
PER APPROVED PLANS
SITE IS ALLOWED 80% I.C.

DODSON CIVIL GROUP
714 OLD AUSTIN HWY
BASTROP, TEXAS 78003
512-412-2512
P. 2007

Rapid Express Car Wash
714 OLD AUSTIN HWY
BASTROP, TEXAS 78003
512-412-2512

EXISTING DRAINAGE PLAN

DATE: 6/9/2020
DRAWN BY: AWD
CHECKED BY: MBS
SHEET NO: 5 of 15
PROJECT NO:



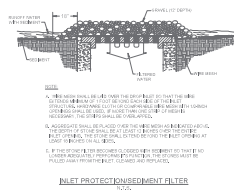
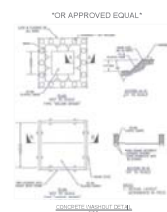
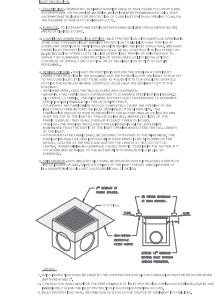
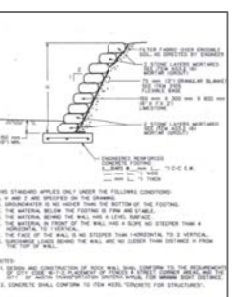
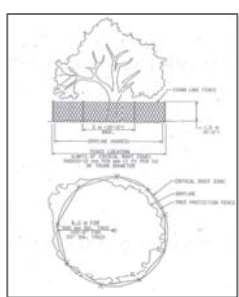
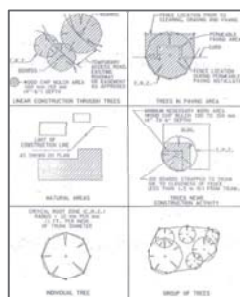
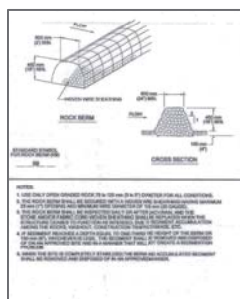
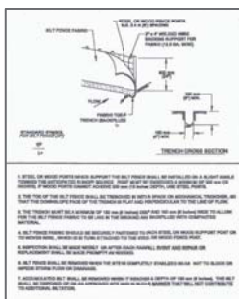
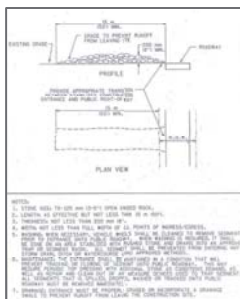
DODSON CIVIL GROUP

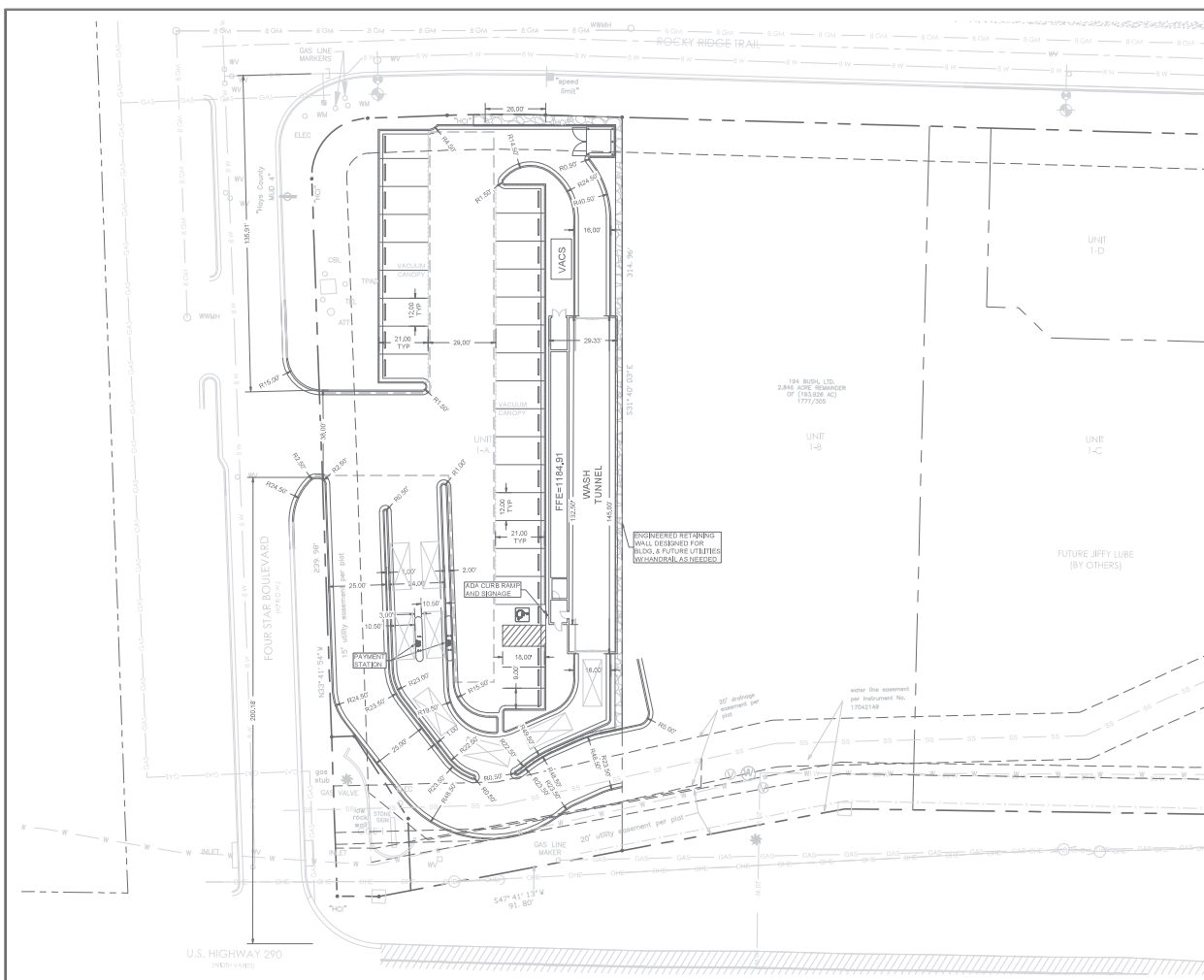
RAPID EXPRESS
RAPID EXPRESS CAR WASH
714 OLD AUSTIN HWY
BATHTON, TEXAS 78003
512-412-2518
P. 2007

RAPID EXPRESS CAR WASH
DODSON SPRINGS
714 OLD AUSTIN HWY
BATHTON, TEXAS 78003
512-412-2518
P. 2007

PROPOSED DRAINAGE PLAN

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





LEGEND

- PROPERTY LINE
- ===== PROPOSED CURB & GUTTER
- PAINTED CURB
"NO PARKING ZONE"
-  CROSSLANE
-  HANDICAP RAMP
-  PARKING CURB STOP

DIMENSIONAL SITE PLAN NOTES:

- SEVERAL AND CURB RUMPS TO BE CONSTRUCTED PER CITY OF DUBLIN SLOPING STANDARDS.
2. EVERY HANDCARR-DESIGNATED PARKING SPACE SHALL BE MARKED WITH A WHITE CURB, CENTER OF THE MARK OF THE PARKING SPACE. THE SIGN SHALL INCLUDE THE FOLLOWING INFORMATION: "HANDCARR-DESIGNATED PARKING SPACE", "RESERVED" OR EQUIVALENT LANGUAGE CHARACTERIZED BY THE CITY OF DUBLIN. THE SIGN SHALL BE LOCATED 10' MINIMUM ABOVE THE GROUND.
3. ALL HANDCARR SPACES (H.C.) ARE WARD, N.C., OR S.C. SPACES. ALL OTHER SPACES HAVE A WARD-ABLE SPACE. ALL OTHER N.C. SPACES HAVE A WARD-ABLE SPACE.
4. ALL EXISTING LIGHTING SHALL BE FULL CUTOFF AND FULLY EXTENDED IN COMPLIANCE WITH SUBCHAPTER 10.02.01 OF THE CITY OF DUBLIN ORDINANCES. ANY CHANGES SHALL BE REVIEWED. ANY CHANGE OR SUBSTITUTION OF EXISTING LIGHTING SHALL BE REVIEWED BY THE DIRECTOR FOR APPROVAL IN ACCORDANCE WITH SECTION 23.02.C.
5. PER CHAPTER 8 THE DUMPER ENCLOSURES SHALL BE MARKED WITH THE "HEIRBY" OF THE VALETTE CONTAINER. USE PROTECTIVE PILES TO CORNER AND PROTECT THE DUMPER ENCLOSURES FROM METAL OR CONCRETE. A MINIMUM 6" GEAR IS REQUIRED TO PROTECT THE DUMPER ENCLOSURES FROM METAL OR CONCRETE. THE ENCLOSURE MUST BE STRAIGHT FRAMED AND THE ENCLOSURE MUST BE STRAIGHT FRAMED TO KEEP CLOSED. SCREENING SHALL BE ON ALL FOUR SIDES OF THE ENCLOSURE. THE ENCLOSURE SHALL BE 10' MINIMUM TO 12' MINIMUM TO 14' MINIMUM TO 16' MINIMUM TO 18' MINIMUM TO 20' MINIMUM TO 22' MINIMUM TO 24' MINIMUM TO 26' MINIMUM TO 28' MINIMUM TO 30' MINIMUM TO 32' MINIMUM TO 34' MINIMUM TO 36' MINIMUM TO 38' MINIMUM TO 40' MINIMUM TO 42' MINIMUM TO 44' MINIMUM TO 46' MINIMUM TO 48' MINIMUM TO 50' MINIMUM TO 52' MINIMUM TO 54' MINIMUM TO 56' MINIMUM TO 58' MINIMUM TO 60' MINIMUM TO 62' MINIMUM TO 64' MINIMUM TO 66' MINIMUM TO 68' MINIMUM TO 70' MINIMUM TO 72' MINIMUM TO 74' MINIMUM TO 76' MINIMUM TO 78' MINIMUM TO 80' MINIMUM TO 82' MINIMUM TO 84' MINIMUM TO 86' MINIMUM TO 88' MINIMUM TO 90' MINIMUM TO 92' MINIMUM TO 94' MINIMUM TO 96' MINIMUM TO 98' MINIMUM TO 100' MINIMUM TO 102' MINIMUM TO 104' MINIMUM TO 106' MINIMUM TO 108' MINIMUM TO 110' MINIMUM TO 112' MINIMUM TO 114' MINIMUM TO 116' MINIMUM TO 118' MINIMUM TO 120' MINIMUM TO 122' MINIMUM TO 124' MINIMUM TO 126' MINIMUM TO 128' MINIMUM TO 130' MINIMUM TO 132' MINIMUM TO 134' MINIMUM TO 136' MINIMUM TO 138' MINIMUM TO 140' MINIMUM TO 142' MINIMUM TO 144' MINIMUM TO 146' MINIMUM TO 148' MINIMUM TO 150' MINIMUM TO 152' MINIMUM TO 154' MINIMUM TO 156' MINIMUM TO 158' MINIMUM TO 160' MINIMUM TO 162' MINIMUM TO 164' MINIMUM TO 166' MINIMUM TO 168' MINIMUM TO 170' MINIMUM TO 172' MINIMUM TO 174' MINIMUM TO 176' MINIMUM TO 178' MINIMUM TO 180' MINIMUM TO 182' MINIMUM TO 184' MINIMUM TO 186' MINIMUM TO 188' MINIMUM TO 190' MINIMUM TO 192' MINIMUM TO 194' MINIMUM TO 196' MINIMUM TO 198' MINIMUM TO 200' MINIMUM TO 202' MINIMUM TO 204' MINIMUM TO 206' MINIMUM TO 208' MINIMUM TO 210' MINIMUM TO 212' MINIMUM TO 214' MINIMUM TO 216' MINIMUM TO 218' MINIMUM TO 220' MINIMUM TO 222' MINIMUM TO 224' MINIMUM TO 226' MINIMUM TO 228' MINIMUM TO 230' MINIMUM TO 232' MINIMUM TO 234' MINIMUM TO 236' MINIMUM TO 238' MINIMUM TO 240' MINIMUM TO 242' MINIMUM TO 244' MINIMUM TO 246' MINIMUM TO 248' MINIMUM TO 250' MINIMUM TO 252' MINIMUM TO 254' MINIMUM TO 256' MINIMUM TO 258' MINIMUM TO 260' MINIMUM TO 262' MINIMUM TO 264' MINIMUM TO 266' MINIMUM TO 268' MINIMUM TO 270' MINIMUM TO 272' MINIMUM TO 274' MINIMUM TO 276' MINIMUM TO 278' MINIMUM TO 280' MINIMUM TO 282' MINIMUM TO 284' MINIMUM TO 286' MINIMUM TO 288' MINIMUM TO 290' MINIMUM TO 292' MINIMUM TO 294' MINIMUM TO 296' MINIMUM TO 298' MINIMUM TO 300' MINIMUM TO 302' MINIMUM TO 304' MINIMUM TO 306' MINIMUM TO 308' MINIMUM TO 310' MINIMUM TO 312' MINIMUM TO 314' MINIMUM TO 316' MINIMUM TO 318' MINIMUM TO 320' MINIMUM TO 322' MINIMUM TO 324' MINIMUM TO 326' MINIMUM TO 328' MINIMUM TO 330' MINIMUM TO 332' MINIMUM TO 334' MINIMUM TO 336' MINIMUM TO 338' MINIMUM TO 340' MINIMUM TO 342' MINIMUM TO 344' MINIMUM TO 346' MINIMUM TO 348' MINIMUM TO 350' MINIMUM TO 352' MINIMUM TO 354' MINIMUM TO 356' MINIMUM TO 358' MINIMUM TO 360' MINIMUM TO 362' MINIMUM TO 364' MINIMUM TO 366' MINIMUM TO 368' MINIMUM TO 370' MINIMUM TO 372' MINIMUM TO 374' MINIMUM TO 376' MINIMUM TO 378' MINIMUM TO 380' MINIMUM TO 382' MINIMUM TO 384' MINIMUM TO 386' MINIMUM TO 388' MINIMUM TO 390' MINIMUM TO 392' MINIMUM TO 394' MINIMUM TO 396' MINIMUM TO 398' MINIMUM TO 400' MINIMUM TO 402' MINIMUM TO 404' MINIMUM TO 406' MINIMUM TO 408' MINIMUM TO 410' MINIMUM TO 412' MINIMUM TO 414' MINIMUM TO 416' MINIMUM TO 418' MINIMUM TO 420' MINIMUM TO 422' MINIMUM TO 424' MINIMUM TO 426' MINIMUM TO 428' MINIMUM TO 430' MINIMUM TO 432' MINIMUM TO 434' MINIMUM TO 436' MINIMUM TO 438' MINIMUM TO 440' MINIMUM TO 442' MINIMUM TO 444' MINIMUM TO 446' MINIMUM TO 448' MINIMUM TO 450' MINIMUM TO 452' MINIMUM TO 454' MINIMUM TO 456' MINIMUM TO 458' MINIMUM TO 460' MINIMUM TO 462' MINIMUM TO 464' MINIMUM TO 466' MINIMUM TO 468' MINIMUM TO 470' MINIMUM TO 472' MINIMUM TO 474' MINIMUM TO 476' MINIMUM TO 478' MINIMUM TO 480' MINIMUM TO 482' MINIMUM TO 484' MINIMUM TO 486' MINIMUM TO 488' MINIMUM TO 490' MINIMUM TO 492' MINIMUM TO 494' MINIMUM TO 496' MINIMUM TO 498' MINIMUM TO 500' MINIMUM TO 502' MINIMUM TO 504' MINIMUM TO 506' MINIMUM TO 508' MINIMUM TO 510' MINIMUM TO 512' MINIMUM TO 514' MINIMUM TO 516' MINIMUM TO 518' MINIMUM TO 520' MINIMUM TO 522' MINIMUM TO 524' MINIMUM TO 526' MINIMUM TO 528' MINIMUM TO 530' MINIMUM TO 532' MINIMUM TO 534' MINIMUM TO 536' MINIMUM TO 538' MINIMUM TO 540' MINIMUM TO 542' MINIMUM TO 544' MINIMUM TO 546' MINIMUM TO 548' MINIMUM TO 550' MINIMUM TO 552' MINIMUM TO 554' MINIMUM TO 556' MINIMUM TO 558' MINIMUM TO 560' MINIMUM TO 562' MINIMUM TO 564' MINIMUM TO 566' MINIMUM TO 568' MINIMUM TO 570' MINIMUM TO 572' MINIMUM TO 574' MINIMUM TO 576' MINIMUM TO 578' MINIMUM TO 580' MINIMUM TO 582' MINIMUM TO 584' MINIMUM TO 586' MINIMUM TO 588' MINIMUM TO 590' MINIMUM TO 592' MINIMUM TO 594' MINIMUM TO 596' MINIMUM TO 598' MINIMUM TO 600' MINIMUM TO 602' MINIMUM TO 604' MINIMUM TO 606' MINIMUM TO 608' MINIMUM TO 610' MINIMUM TO 612' MINIMUM TO 614' MINIMUM TO 616' MINIMUM TO 618' MINIMUM TO 620' MINIMUM TO 622' MINIMUM TO 624' MINIMUM TO 626' MINIMUM TO 628' MINIMUM TO 630' MINIMUM TO 632' MINIMUM TO 634' MINIMUM TO 636' MINIMUM TO 638' MINIMUM TO 640' MINIMUM TO 642' MINIMUM TO 644' MINIMUM TO 646' MINIMUM TO 648' MINIMUM TO 650' MINIMUM TO 652' MINIMUM TO 654' MINIMUM TO 656' MINIMUM TO 658' MINIMUM TO 660' MINIMUM TO 662' MINIMUM TO 664' MINIMUM TO 666' MINIMUM TO 668' MINIMUM TO 670' MINIMUM TO 672' MINIMUM TO 674' MINIMUM TO 676' MINIMUM TO 678' MINIMUM TO 680' MINIMUM TO 682' MINIMUM TO 684' MINIMUM TO 686' MINIMUM TO 688' MINIMUM TO 690' MINIMUM TO 692' MINIMUM TO 694' MINIMUM TO 696' MINIMUM TO 698' MINIMUM TO 700' MINIMUM TO 702' MINIMUM TO 704' MINIMUM TO 706' MINIMUM TO 708' MINIMUM TO 710' MINIMUM TO 712' MINIMUM TO 714' MINIMUM TO 716' MINIMUM TO 718' MINIMUM TO 720' MINIMUM TO 722' MINIMUM TO 724' MINIMUM TO 726' MINIMUM TO 728' MINIMUM TO 730' MINIMUM TO 732' MINIMUM TO 734' MINIMUM TO 736' MINIMUM TO 738' MINIMUM TO 740' MINIMUM TO 742' MINIMUM TO 744' MINIMUM TO 746' MINIMUM TO 748' MINIMUM TO 750' MINIMUM TO 752' MINIMUM TO 754' MINIMUM TO 756' MINIMUM TO 758' MINIMUM TO 760' MINIMUM TO 762' MINIMUM TO 764' MINIMUM TO 766' MINIMUM TO 768' MINIMUM TO 770' MINIMUM TO 772' MINIMUM TO 774' MINIMUM TO 776' MINIMUM TO 778' MINIMUM TO 780' MINIMUM TO 782' MINIMUM TO 784' MINIMUM TO 786' MINIMUM TO 788' MINIMUM TO 790' MINIMUM TO 792' MINIMUM TO 794' MINIMUM TO 796' MINIMUM TO 798' MINIMUM TO 800' MINIMUM TO 802' MINIMUM TO 804' MINIMUM TO 806' MINIMUM TO 808' MINIMUM TO 810' MINIMUM TO 812' MINIMUM TO 814' MINIMUM TO 816' MINIMUM TO 818' MINIMUM TO 820' MINIMUM TO 822' MINIMUM TO 824' MINIMUM TO 826' MINIMUM TO 828' MINIMUM TO 830' MINIMUM TO 832' MINIMUM TO 834' MINIMUM TO 836' MINIMUM TO 838' MINIMUM TO 840' MINIMUM TO 842' MINIMUM TO 844' MINIMUM TO 846' MINIMUM TO 848' MINIMUM TO 850' MINIMUM TO 852' MINIMUM TO 854' MINIMUM TO 856' MINIMUM TO 858' MINIMUM TO 860' MINIMUM TO 862' MINIMUM TO 864' MINIMUM TO 866' MINIMUM TO 868' MINIMUM TO 870' MINIMUM TO 872' MINIMUM TO 874' MINIMUM TO 876' MINIMUM TO 878' MINIMUM TO 880' MINIMUM TO 882' MINIMUM TO 884' MINIMUM TO 886' MINIMUM TO 888' MINIMUM TO 890' MINIMUM TO 892' MINIMUM TO 894' MINIMUM TO 896' MINIMUM TO 898' MINIMUM TO 900' MINIMUM TO 902' MINIMUM TO 904' MINIMUM TO 906' MINIMUM TO 908' MINIMUM TO 910' MINIMUM TO 912' MINIMUM TO 914' MINIMUM TO 916' MINIMUM TO 918' MINIMUM TO 920' MINIMUM TO 922' MINIMUM TO 924' MINIMUM TO 926' MINIMUM TO 928' MINIMUM TO 930' MINIMUM TO 932' MINIMUM TO 934' MINIMUM TO 936' MINIMUM TO 938' MINIMUM TO 940' MINIMUM TO

EXISTING USE: VACANT
PROPOSED USE: CAR WASH

REQUIRED PARKING: 6
PROVIDED PARKING: 27 REGULAR
1 HANDICAP SPACE

TOTAL PARKING: 28 SPACES

IMPERVIOUS COVER TABLE

EXISTING	0 SF 0%
PROPOSED	31,452 SF 78.5%
TOTAL AREA	40,031 SF



DODSON
CIVIL GROUP
361 MIDDLE CREEK DRIVE
BUDA, TX 78610-2763

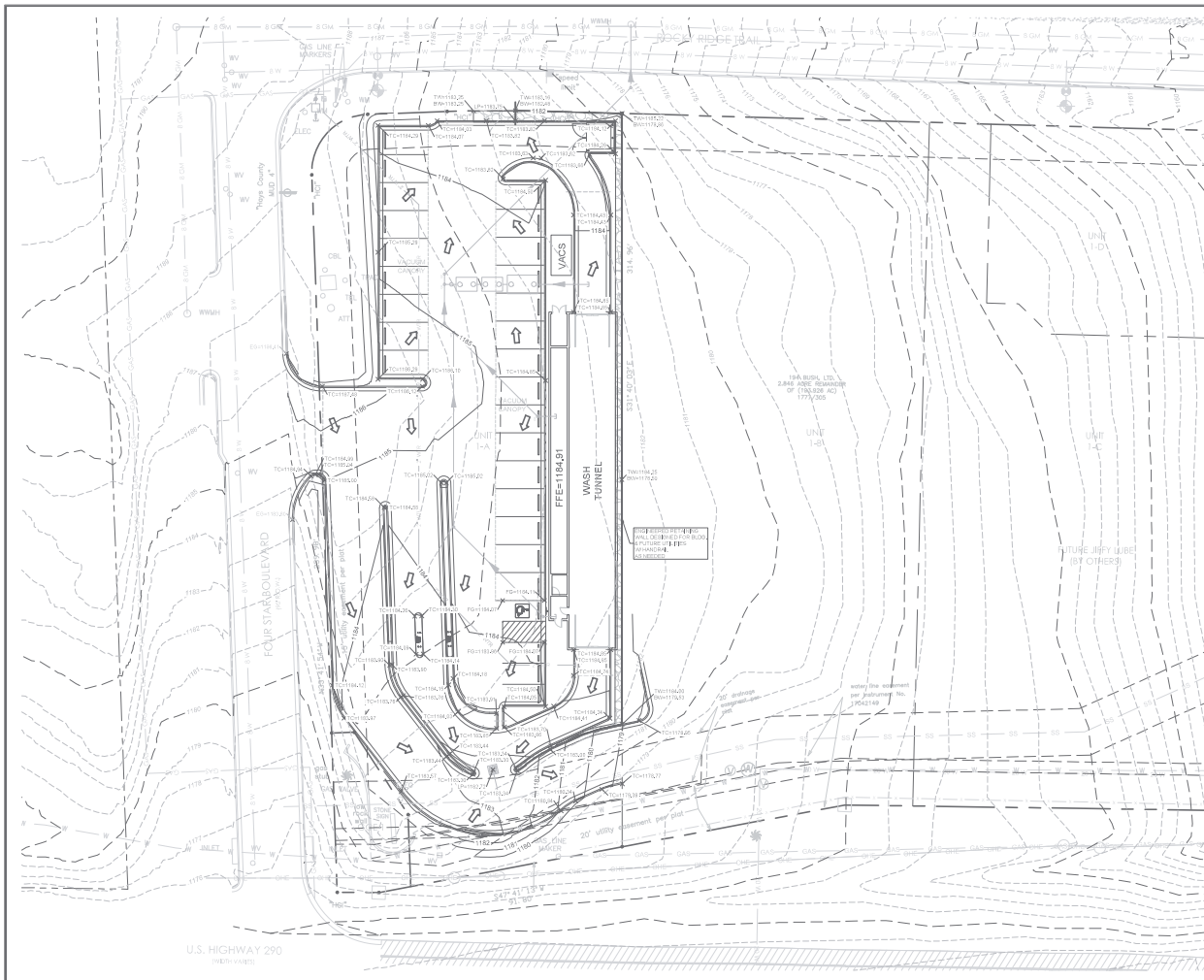
RAPID EXPRESS
 CAR WASH
 10001 DUTCHMAN HWY
 AUSTIN, TEXAS 78702
 512-412-6126



APID EXPRESS CAR WASH
DRIPPING SPRINGS
XXX ROCKEY RIDGE TRAIL
AUSTIN, TEXAS 78737



Date:	6/9/2020
Check By:	A/WD
Drawn By:	MBS
Sheet No.:	9 of 15
Project No.:	



LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPERTY LINE
- PROPOSED CURB (24")
- SEWER
- FLOW ARROW
- HP = 50000
- UP = 50000
- FP = 50000
- TP = 50000
- SW = 50000
- BM = 50000
- WASH TUNNEL
- VACS
- FOUR STAR BOULEVARD
- DOCK RIDGE TRAIL
- U.S. HIGHWAY 290

NOTE

1. RUNNING SLOPE OF ACCESSIBLE ROUTES SHALL NOT EXCEED 1:12. IF A RUNNING SLOPE OF ACCESSIBLE ROUTES SHALL NOT EXCEED 1:12, CORN. CONTRIB. TO BE BY ALL ELVES PRIOR TO CONSTRUCTION OF ACCESSIBLE ROUTES.
2. ALL WALLS 30" OR HIGHER THAN FINAL GRADE AND ALL OTHER WALLS 30" OR HIGHER THAN FINAL GRADE SHALL BE CONSTRUCTED TO COORDINATE WITH THE LOCAL ELEVATION AND BEHIND DURING CONSTRUCTION.

DODSON CIVIL GROUP

Rapid Express Car Wash

GRADING PLAN

811

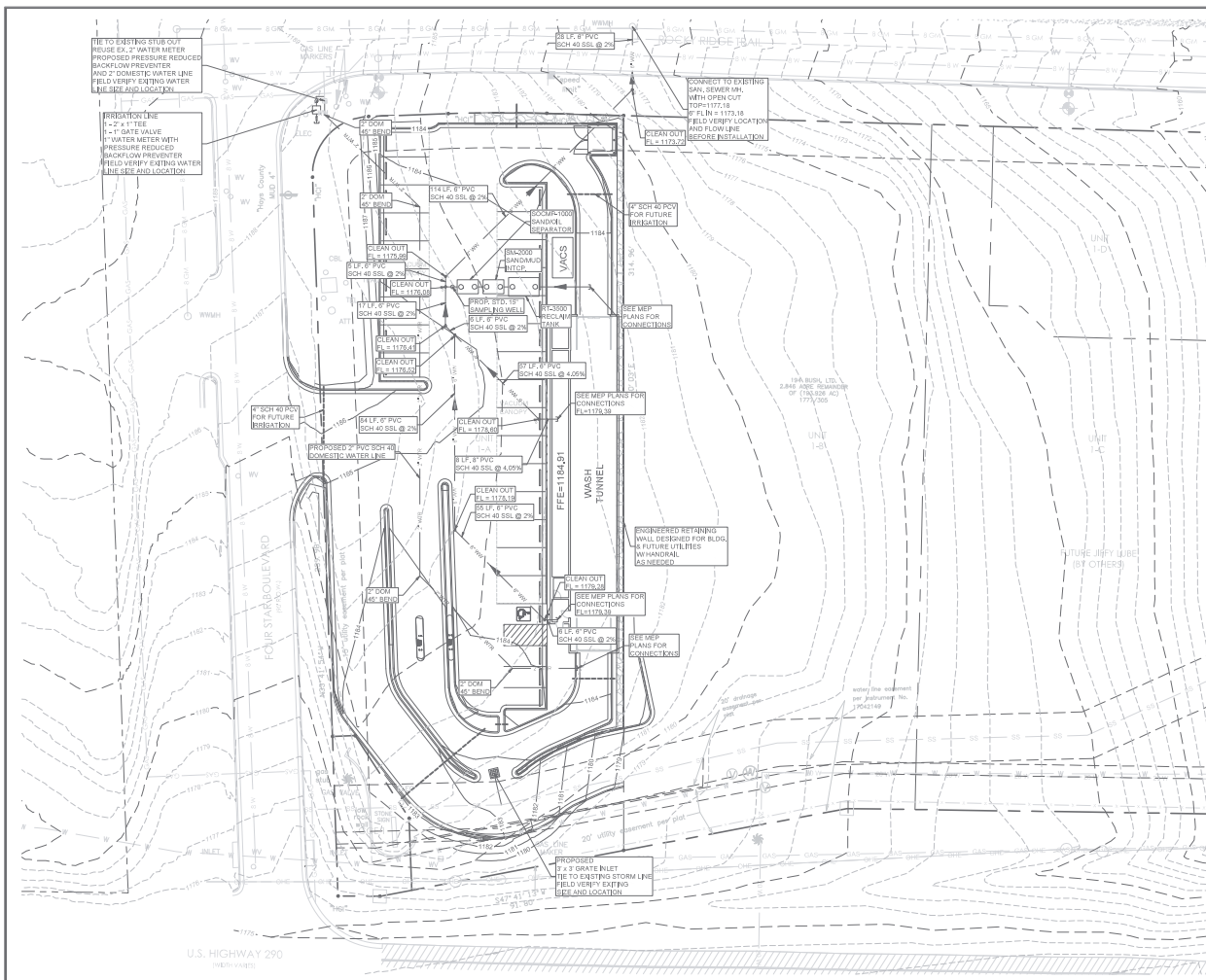
Know what's below. Call before you dig.

DATE: 6/9/2020

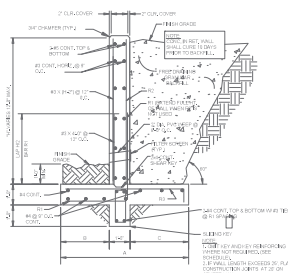
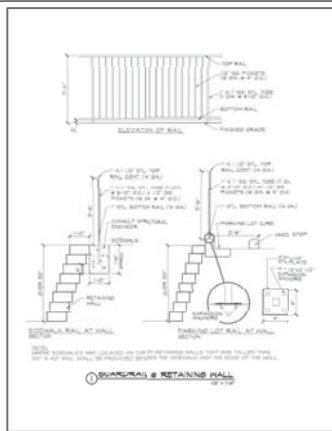
DESIGN BY: AWD

CHECK BY: MBS

DATE: 10 of 15

[illegible]

 DODSON CIVIL GROUP 341 MOORE CREEK DR. S.E. BUCKLE, TX 78002-7933 817-419-2070			
Date: <u>6/9/2020</u>		Page: <u>1</u> of <u>1</u>	
Client: <u>XXXXX</u>		Case: <u>XXXXX</u>	
Description: <u>XXXXX</u>		Status: <u>XXXXX</u>	
Address: <u>XXXXX</u>		City: <u>XXXXX</u>	
State: <u>XXXXX</u>		Zip: <u>XXXXX</u>	
Phone: <u>XXXXX</u>		Fax: <u>XXXXX</u>	
Email: <u>XXXXX</u>		Website: <u>XXXXX</u>	
Service: <u>XXXXX</u>		Payment: <u>XXXXX</u>	
Notes: <u>XXXXX</u>		Comments: <u>XXXXX</u>	
Signature: <u>XXXXX</u>		Signature: <u>XXXXX</u>	
Date: <u>XXXXX</u>		Date: <u>XXXXX</u>	
Initials: <u>XXXXX</u>		Initials: <u>XXXXX</u>	
Print Name: <u>XXXXX</u>		Print Name: <u>XXXXX</u>	
Title: <u>XXXXX</u>		Title: <u>XXXXX</u>	
Department: <u>XXXXX</u>		Department: <u>XXXXX</u>	
Division: <u>XXXXX</u>		Division: <u>XXXXX</u>	
Branch: <u>XXXXX</u>		Branch: <u>XXXXX</u>	
Region: <u>XXXXX</u>		Region: <u>XXXXX</u>	
Country: <u>XXXXX</u>		Country: <u>XXXXX</u>	
Continent: <u>XXXXX</u>		Continent: <u>XXXXX</u>	
Time Zone: <u>XXXXX</u>		Time Zone: <u>XXXXX</u>	
Currency: <u>XXXXX</u>		Currency: <u>XXXXX</u>	
Language: <u>XXXXX</u>		Language: <u>XXXXX</u>	
Units: <u>XXXXX</u>		Units: <u>XXXXX</u>	
Weight: <u>XXXXX</u>		Weight: <u>XXXXX</u>	
Height: <u>XXXXX</u>		Height: <u>XXXXX</u>	
Age: <u>XXXXX</u>		Age: <u>XXXXX</u>	
Gender: <u>XXXXX</u>		Gender: <u>XXXXX</u>	
Marital Status: <u>XXXXX</u>		Marital Status: <u>XXXXX</u>	
Religion: <u>XXXXX</u>		Religion: <u>XXXXX</u>	
Ethnicity: <u>XXXXX</u>		Ethnicity: <u>XXXXX</u>	
Race: <u>XXXXX</u>		Race: <u>XXXXX</u>	
Complexion: <u>XXXXX</u>		Complexion: <u>XXXXX</u>	
Hair Color: <u>XXXXX</u>		Hair Color: <u>XXXXX</u>	
Eye Color: <u>XXXXX</u>		Eye Color: <u>XXXXX</u>	
Skin Color: <u>XXXXX</u>		Skin Color: <u>XXXXX</u>	
Blood Type: <u>XXXXX</u>		Blood Type: <u>XXXXX</u>	
Allergies: <u>XXXXX</u>		Allergies: <u>XXXXX</u>	
Medical History: <u>XXXXX</u>		Medical History: <u>XXXXX</u>	
Current Medication: <u>XXXXX</u>		Current Medication: <u>XXXXX</u>	
Past Medical History: <u>XXXXX</u>		Past Medical History: <u>XXXXX</u>	
Current Health Status: <u>XXXXX</u>		Current Health Status: <u>XXXXX</u>	
Past Health Status: <u>XXXXX</u>		Past Health Status: <u>XXXXX</u>	
Current Mental Health Status: <u>XXXXX</u>		Current Mental Health Status: <u>XXXXX</u>	
Past Mental Health Status: <u>XXXXX</u>		Past Mental Health Status: <u>XXXXX</u>	
Current Substance Use: <u>XXXXX</u>		Current Substance Use: <u>XXXXX</u>	
Past Substance Use: <u>XXXXX</u>		Past Substance Use: <u>XXXXX</u>	
Current Alcohol Use: <u>XXXXX</u>		Current Alcohol Use: <u>XXXXX</u>	
Past Alcohol Use: <u>XXXXX</u>		Past Alcohol Use: <u>XXXXX</u>	
Current Tobacco Use: <u>XXXXX</u>		Current Tobacco Use: <u>XXXXX</u>	
Past Tobacco Use: <u>XXXXX</u>		Past Tobacco Use: <u>XXXXX</u>	
Current Drug Use: <u>XXXXX</u>		Current Drug Use: <u>XXXXX</u>	
Past Drug Use: <u>XXXXX</u>		Past Drug Use: <u>XXXXX</u>	
Current Prescription Use: <u>XXXXX</u>		Current Prescription Use: <u>XXXXX</u>	
Past Prescription Use: <u>XXXXX</u>		Past Prescription Use: <u>XXXXX</u>	
Current Over-the-Counter Use: <u>XXXXX</u>		Current Over-the-Counter Use: <u>XXXXX</u>	
Past Over-the-Counter Use: <u>XXXXX</u>		Past Over-the-Counter Use: <u>XXXXX</u>	
Current Herbal Use: <u>XXXXX</u>		Current Herbal Use: <u>XXXXX</u>	
Past Herbal Use: <u>XXXXX</u>		Past Herbal Use: <u>XXXXX</u>	
Current Vitamins Use: <u>XXXXX</u>		Current Vitamins Use: <u>XXXXX</u>	
Past Vitamins Use: <u>XXXXX</u>		Past Vitamins Use: <u>XXXXX</u>	
Current Supplements Use: <u>XXXXX</u>		Current Supplements Use: <u>XXXXX</u>	
Past Supplements Use: <u>XXXXX</u>		Past Supplements Use: <u>XXXXX</u>	
Current Diet Use: <u>XXXXX</u>		Current Diet Use: <u>XXXXX</u>	
Past Diet Use: <u>XXXXX</u>		Past Diet Use: <u>XXXXX</u>	
Current Exercise Use: <u>XXXXX</u>		Current Exercise Use: <u>XXXXX</u>	
Past Exercise Use: <u>XXXXX</u>		Past Exercise Use: <u>XXXXX</u>	
Current Sleep Use: <u>XXXXX</u>		Current Sleep Use: <u>XXXXX</u>	
Past Sleep Use: <u>XXXXX</u>		Past Sleep Use: <u>XXXXX</u>	
Current Stress Use: <u>XXXXX</u>		Current Stress Use: <u>XXXXX</u>	
Past Stress Use: <u>XXXXX</u>		Past Stress Use: <u>XXXXX</u>	
Current Anxiety Use: <u>XXXXX</u>		Current Anxiety Use: <u>XXXXX</u>	
Past Anxiety Use: <u>XXXXX</u>		Past Anxiety Use: <u>XXXXX</</u>	

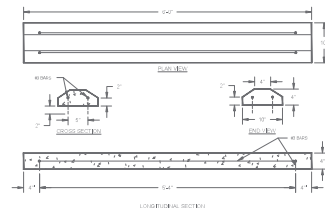


NO.	TYPE	HEIGHT	WIDTH	THICKNESS	REINFORCEMENT	NOTES
1	STANDARD	4'-0"	12'-0"	12"	#4 @ 12" O.C.	SEE DETAIL C-508
2	STANDARD	4'-0"	12'-0"	12"	#4 @ 12" O.C.	SEE DETAIL C-508
3	STANDARD	4'-0"	12'-0"	12"	#4 @ 12" O.C.	SEE DETAIL C-508
4	STANDARD	4'-0"	12'-0"	12"	#4 @ 12" O.C.	SEE DETAIL C-508
5	STANDARD	4'-0"	12'-0"	12"	#4 @ 12" O.C.	SEE DETAIL C-508
6	STANDARD	4'-0"	12'-0"	12"	#4 @ 12" O.C.	SEE DETAIL C-508
7	STANDARD	4'-0"	12'-0"	12"	#4 @ 12" O.C.	SEE DETAIL C-508
8	STANDARD	4'-0"	12'-0"	12"	#4 @ 12" O.C.	SEE DETAIL C-508
9	STANDARD	4'-0"	12'-0"	12"	#4 @ 12" O.C.	SEE DETAIL C-508
10	STANDARD	4'-0"	12'-0"	12"	#4 @ 12" O.C.	SEE DETAIL C-508

CONCRETE RETAINING WALL DETAIL
N.T.S.

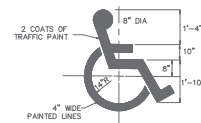


FIRE LANE SIGNAGE
N.T.S.

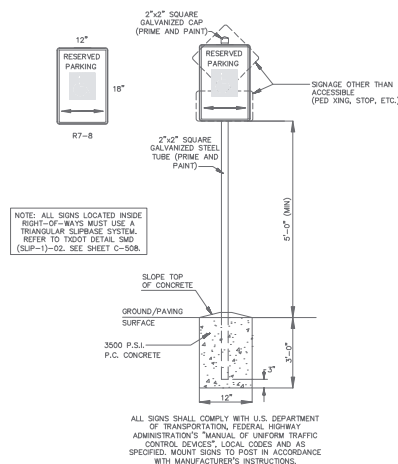


WHEEL STOP DETAIL
N.T.S.

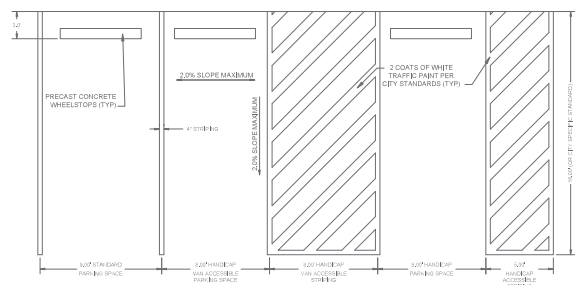
- SIGN DETAILS**
- SIGNS SHALL BE STANDARD SIZE 18"x24" AND HAVE RED LETTERS AND SYMBOLS ON A WHITE BACKGROUND.
 - SIGNS SHALL BE MOUNTED WITH THE BOTTOM EDGE OF THE SIGN AT LEAST SIX FEET SIX INCHES (6'-4") ABOVE GRADE AND AT LEAST TWO (2) FEET FROM CURB EDGE.
 - SIGNS SHALL BE PLACED AS FOLLOWS NO MORE THAN 60 FEET (60') APART ON BOTH SIDES OF FIRE LANE.



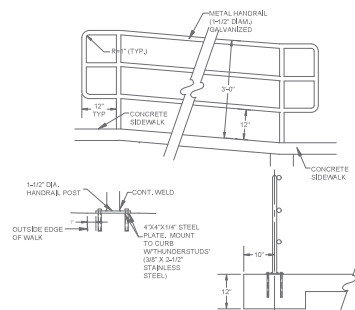
ACCESSIBLE SYMBOL
N.T.S.



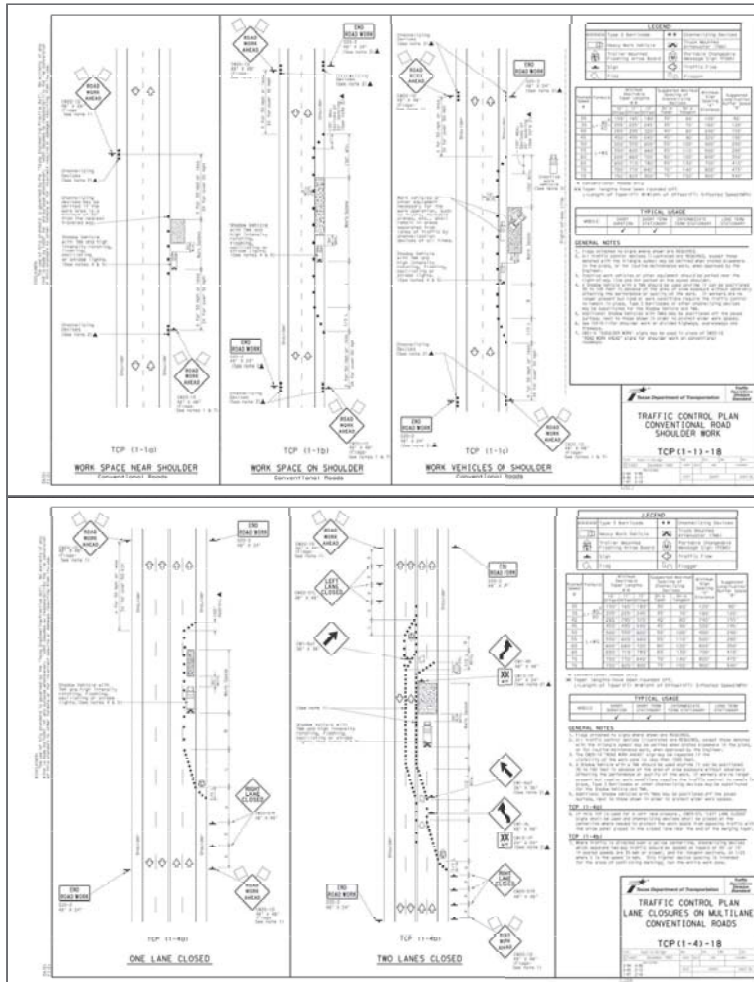
SIGN MOUNTING
N.T.S.



PARKING STRIPING
N.T.S.



METAL SIDEWALK RAIL
N.T.S.



DATE: 6/9/2020
 CHECK BY: AVO
 CHECK BY: MBS
 SHEET NO: 15 of 15
 PROJECT NO:

TRAFFIC CONTROL PLAN

811
 RAPID EXPRESS CAR WASH
 774 OLD AUSTIN HWY
 BASTROP, TEXAS 78237

DODSON CIVIL GROUP
 3000 N. MOORE AVE
 SUITE 100
 AUSTIN, TEXAS 78705
 (512) 412-4518
 BRP-2-2020





Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 1/8/2024 .

Utility Company Information:

Name:
Address: TX
Phone:
Contact Name:

Engineer / Contractor Information:

Name: SAM
Address: 4801 Southwest Pkwy Austin TX 78735
Phone: 5128798294
Contact Name: Daniel LeTexier

Hays County Information:

Utility Permit Number: TRN-2023-7255-UTL
Type of Utility Service: HDPE conduit and fiber optic cable
Project Description:
Road Name(s): Mathias Ln, Foster Pl, , , , ,
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

The above-mentioned permit was approved in Hays County Commissioners Court on .

A handwritten signature in cursive script, appearing to read "Roland Chan".

12/27/2023

Signature

Title

Date

SHEET INDEX:

- 1 COVER SHEET: PROJECT INFORMATION
- 2 KEY MAP
- 3 CONTACTS
- 4 LEGEND
- 5 GENERAL NOTES
- 6-15 UG ROUTE PLAN, UG ROUTE PROFILE
- 16-25 CONSTRUCTION TYPICALS
- 26 TRAFFIC CONTROL TYPICALS



LOCATION MAP:

BARRON_LAKE_STX

(KYLE, TEXAS)(HAYS COUNTY DISTRICT)

INTERNAL ID: AUS_2003CGZS_30_HCO_8
NFID: 2003CGZS.30
SCOPE OF WORK: SuperNED
FQCID: FIB:BUR::500963628
EWO: 2303BEWI
PROJECT DESCRIPTION:
MCI METRO PROPOSES TO INSTALL 4726' OF 864CT FOC
ALONG MATHIAS LN AND FOSTER PL.

BEGIN
Latitude: N 30.035935
Longitude: W -97.804633
END
Latitude: N 30.027713
Longitude: W -97.795114

BOM	MATERIAL QUANTITIES	UNIT	QTY
	AERIAL FIBER W/ 6M STRAND	FT	4710
	AERIAL FIBER OVERLASH	FT	16
	SNOW SHOE	EA	
	ANCHOR/DOWN GUY	EA	
	RISER	EA	
	DIRECTIONAL BORE W/ (1) 2" HDPE	FT	4710
	OPEN TRENCH W/ (1) 2" HDPE	FT	16
	ADDITIONAL 2" HDPE	FT	
	MICRODUCT	FT	
	30X60X30 CORE HANDHOLE	EA	
	36X60X30 HUBBELL HANDHOLE	EA	
	24X36X24 NED HANDHOLE	EA	
	30X60X30 NED HANDHOLE	EA	
	36X60X30 NED HANDHOLE	EA	7
	864CT FIBERCABLE (W/ SLACK)	FT	5426
	FIBER SPLICES	EA	



SITE NAME: BARRON LAKE STX

SITE ADDRESS:
2856 WINDY HILL RD,
KYLE, TX 78640

DATE: 12/04/2023

SCALE: 1" = 40'

DATE	DESCRIPTION	BY
12/04/23	INITIAL SUBMITTAL	FCM

REVISIONS

DATE	DESCRIPTION	BY

NOTES:
1. THIS PROJECT IS A CONSTRUCTION OF A NEW FIBER OPTIC NETWORK AND IS NOT A RENEWAL OF AN EXISTING NETWORK.
2. THE PROJECT IS A CONSTRUCTION OF A NEW FIBER OPTIC NETWORK AND IS NOT A RENEWAL OF AN EXISTING NETWORK.
3. THE PROJECT IS A CONSTRUCTION OF A NEW FIBER OPTIC NETWORK AND IS NOT A RENEWAL OF AN EXISTING NETWORK.
4. THE PROJECT IS A CONSTRUCTION OF A NEW FIBER OPTIC NETWORK AND IS NOT A RENEWAL OF AN EXISTING NETWORK.

4801 Southwest Parkway, Building 100,
Suite 100 Austin, Texas, 78735
Office: 512.477.9575 Email: info@sai.com
www.sai.com P: 000000000000000000000000

PROJECT: 1023078031

COVER

SHEET 1 OF 26

HAYS COUNTY, TX
BARRON_LAKE_STX

CONTACT SHEET

OWNER:

MCI METRO
DAVID NORRIS
PROJECT MANAGER
(213)300-7569
DAVID.NORRIS@VERIZON.COM

ENGINEERING:

SURVEYING AND MAPPING, LLC
4801 SOUTHWEST PKWY
AUSTIN, TEXAS 78735

DANIEL LETEXIER
(512)879-8294
DANIEL.LETEXIER@SAM.BIZ

PERMITTING AGENCIES:

HAYS COUNTY
TIMOTHY D. VANDE VORDE
OPERATION SUPERINTENDENT
TRANSPORTATION DEPARTMENT
(512)738-0747
TVANDEVORDE@CO.HAYS.TX.US



SITE NAME: BARRON LAKE STX

SITE ADDRESS:
2656 WINDY HILL RD,
KYLE, TX 78640

DATE: 12/04/2023

SCALE: 1" = 40'

REVISIONS	
DATE	DESCRIPTION
12/04/23	INITIAL SUBMITTAL

NOTES: ALL INFORMATION PROVIDED BY CONSULTING ENGINEER IS BASED ON FIELD SURVEY AND INFORMATION PROVIDED BY CLIENT. CONSULTING ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED. CONSULTING ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE INFORMATION PROVIDED. CONSULTING ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE INFORMATION PROVIDED.



4801 Southwest Parkway Building Two,
Suite 100 Austin, Texas, 78735
Office: 512.472.9375 e-mail: info@sai.com
www.sai.com

PROJECT: 1023078031

CONTACTS

SHEET 3 OF 26

HAYS COUNTY, TX
BARRON_LAKE_STX

KEY MAP



SITE NAME: BARRON LAKE STX

SITE ADDRESS:
2616 WINDY HILL RD,
KYLE, TX 78640

DATE: 12/04/2023

SCALE: 1" = 40'

REVISIONS

DATE	DESCRIPTION	BY
12/04/23	INITIAL SUBMITTAL	FCM

NOT TO BE USED FOR CONSTRUCTION. THIS KEY MAP IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A GUARANTEE OF ACCURACY. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE INFORMATION SHOWN ON THIS KEY MAP. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS AND RIGHTS-OF-WAY. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES INFORMATION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SURVEY INFORMATION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ENGINEERING INFORMATION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LEGAL INFORMATION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FINANCIAL INFORMATION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY OTHER INFORMATION.




























4801 Southwest Parkway, Building Two,
Suite 100 Austin, Texas, 78735
Office: 512.472.9375 email: info@saia.com
www.saia.com























PROJECT: 1023078031

KEYMAP

SHEET 2 OF 26

LEGEND

	PROPOSED UNDERGROUND ROUTE
	ASSUMED RIGHT OF WAY LINE
	EDGE OF PAVEMENT
	ROADWAY CENTERLINE
	EASEMENT
	SOLID WHITE LINE/POG LINE
	CURB & GUTTER
	GUARDRAIL
	FENCE LINE
	TRAIN TRACKS
	DITCH LINE
	LANDSCAPING
	WATER WAY OUTLINES
	TRAFFIC SIGNAL
	UNDERGROUND WATER LINE
	UNDERGROUND GAS LINE
	UNDERGROUND WASTEWATER SEWER LINE
	UNDERGROUND STORM DRAIN LINE
	UNDERGROUND ELECTRIC LINE
	UNDERGROUND TELEPHONE LINE
	OVERHEAD UTILITY LINE
	UNDERGROUND FIBER OPTIC
	BRIDGE
	GROUND SYMBOL
	SPLICE SYMBOL

	PROP. HANDHOLE
	FIBER OPTIC HANDHOLE (OTHERS)
	HANDHOLE (OTHERS)
	MANHOLE
	MARKER
	MARKER (OTHERS)
	MARKER (RIGHT OF WAY)
	SIGN
	POLE
	TRAFFIC SIGNAL POLE & STREET LIGHT
	ANCHOR
	CLEANOUT W/GROUND RODS
	PEDESTAL
	CULVERT
	METERS
	FIRE HYDRANT
	VALVES
	VENT
	CURB INLET
	TREE
	MAILBOX
	NOT TO SCALE
	UTILITY BOX
	BOREPIT
	TRAFFIC LIGHTS



SITE NAME: BARRON LAKE STX

SITE ADDRESS:
2455 WINDY HILL RD,
KYLE, TX 78640

DATE: 12/04/2023

SCALE: 1" = 40'

REVISIONS	
DATE	DESCRIPTION
12/04/23	INITIAL SUBMITTAL

BY	
DATE	DESCRIPTION
12/04/23	INITIAL SUBMITTAL

NOTES:
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY OTHER PROJECT WITHOUT PERMISSION.



4801 Scimitar Parkway, Building 100,
Suite 100 Austin, Texas, 78735
Office: 512.472.9375 | email: info@saiconsulting.com
www.saiconsulting.com | 100044000

PROJECT: 1025078031

COVER

SHEET 4 OF 26

ADDITIONAL NOTES

1. WHERE TRENCHING TECHNIQUES ARE USED THE MINIMUM DEPTH TO THE TOP OF CONDUIT WILL BE 48" UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER. A MAXIMUM DEPTH OF 82" IS REQUIRED TO THE TOP OF THE HDPE.
2. WHENEVER DIRECTIONAL BORING IS UTILIZED TO INSTALL CONDUITS ALL EXCAVATIONS SHALL BE BACKFILLED PER HAYS COUNTY SPECIFICATIONS.
3. VERIFICATION OF THE LOCATION OF ALL UTILITY CROSSINGS IS THE SUBCONTRACTOR'S RESPONSIBILITY. HAND DIG WHERE REQUIRED. ALL KNOWN UTILITIES MUST BE "TEST PITTED".
4. CONTACT TEXAS 811 72 HOURS IN ADVANCE OF CONSTRUCTION AT 1-800-DIG-TESS FOR LOCATION OF BURIED UTILITIES.
5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL HAYS COUNTY TRAFFIC LOOPS LOCATED.
6. CONFIRM WITH MCI METRO, WITH HAYS COUNTY CORRESPONDENCE, THAT ALL TRAFFIC LOOP LOCATIONS HAVE BEEN COORDINATED FOR MARKING.
7. AT THE END OF EACH WORK DAY CONDUIT CAPS WILL BE PLACED ON ALL VACANT DUCTS.
8. A MINIMUM BENDING RADIUS OF 24" FOR FIBER CABLE WILL BE ADHERED TO.
9. MAXIMUM CABLE INSTALLATION TENSION SHALL NOT EXCEED 600 POUNDS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND STORAGE OF ALL SHRUBBERY TO BE REPLACED.
11. RESTORATION OF THE CONSTRUCTION AREA TO ORIGINAL OR BETTER CONDITION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
12. PLACE 6" OF 3/4" CRUSHED ROCK IN THE BOTTOM OF THE PIT PRIOR TO PLACING THE HANDHOLE.
13. ALWAYS HAND DIG WITHIN 2' OF UTILITIES.
14. PLACE A 100' COIL OF SLACK IN EACH HANDHOLE/MANHOLE.
15. EXCAVATE OUTSIDE THE DRIP LINE OF ALL TREES TO PREVENT ROOT DAMAGE.
16. CONSTRUCTION MATERIALS AND STAGING AREAS ARE NOT PERMITTED WITHIN 25' BUFFER ZONE OF WETLANDS, CREEKS, AND STREAMS.
17. THE CURB AND GUTTER IS NOT TO BE DISTURBED WITHOUT PRIOR APPROVAL.
18. IN THE EVENT THAT IT IS NECESSARY TO REMOVE ANY PORTION OF THE CURB AND GUTTER IT IS TO BE REPLACED SEAM TO SEAM IN A MATCHING CONFIGURATION TO THE ADJACENT CURB AND GUTTER.
19. ALL WORK WILL ADHERE TO THE REQUIREMENTS SET FORTH IN THE LATEST HAYS COUNTY UTILITY POLICY.
20. CONSTRUCTION NOTES SHALL APPLY TO ALL DRAWINGS.
21. A MINIMUM DEPTH OF 112" OR GREATER IS REQUIRED AT ALL RIVER, CREEK, AND/OR GULLY CROSSINGS.

1. GENERAL NOTES SHALL APPLY TO ALL DRAWINGS.
2. ALL WORK SHALL COMPLY WITH APPLICABLE STATE, COUNTY, & LOCAL REGULATORY AGENCIES, INCLUDING BUT NOT LIMITED TO OSHA, HAYS COUNTY, ETC.
3. THE CONTRACTOR SHALL CONTACT THE ADJACENT PROPERTY OWNERS A MINIMUM OF 12 HOURS IN ADVANCE OF CONSTRUCTION AT THE WORK SITE.
4. ALL TRAFFIC CONTROL DEVICES SHALL BE IN PLACE BEFORE WORK IS STARTED. DEVICES NO LONGER REQUIRED SHALL BE REMOVED AS SOON AS POSSIBLE.
5. PEDESTRIAN TRAFFIC AREAS MUST BE MAINTAINED AT ALL TIMES. PEDESTRIANS MAY NOT BE ROUTED ONTO PRIVATE PROPERTY OR INTO STREETS.
6. NO EQUIPMENT OR MATERIALS SHALL BE STORED OR PERMITTED TO STAND UNPROTECTED WHERE TRAFFIC IS MAINTAINED.
7. NO EQUIPMENT OR MATERIALS SHALL BE STORED ON ROAD SURFACE AT ANY TIME.
8. NO EQUIPMENT OR MATERIALS SHALL BE STORED ON SIDEWALK AT ANY TIME.
9. EXCAVATION MATERIAL SHALL BE STORED AWAY FROM THE PAVED ROADWAY. ALL SPILLED MATERIAL WILL BE REMOVED IMMEDIATELY.
10. EXISTING SIGNS, DELINEATORS, GUARDRAILS, MARKERS, TREES, SHRUBS, FENCES, WALKS, STEPS, ETC., THAT ARE DISTURBED BY THIS CONSTRUCTION SHALL BE REPLACED OR RESTORED TO THEIR ORIGINAL CONDITION OR TO THE SATISFACTION OF THE INSPECTING ENGINEER, PROPERTY OWNER, CITY, COUNTY, STATE AND/OR ANY OTHER AGENCY HAVING AUTHORITY/JURISDICTION.
11. CITY, COUNTY, STATE ROAD SIGNS, DELINEATORS, GUARDRAILS, ETC. SHALL NOT BE REMOVED. WRITTEN PERMISSION SHALL BE REQUIRED PRIOR TO ANY EXCAVATION IN THIS AREA.
12. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY, COUNTY, STATE SPECIFICATIONS AND STANDARDS.
13. ALL PERSONS WHO FLAG TRAFFIC ON STATE RIGHT-OF-WAY MUST BE CERTIFIED.
14. ALL SURFACE AND SUBSURFACE RESTORATION IS TO BE IDENTICAL TO THE ADJACENT UNDISTURBED AREAS.
15. THE CONTRACTOR IS RESPONSIBLE FOR ANY UTILITY DAMAGES. WHEN ANY PERSON DAMAGES A UTILITY LINE OR PROTECTIVE COATING DURING EXCAVATION OR DEMOLITION, THE ONSITE COUNTY INSPECTOR AND THE AFFECTED UTILITY WILL BE NOTIFIED.
16. ON ALL WORK ASSOCIATED WITH HAYS COUNTY PROJECTS THE RESIDENT ADMINISTRATOR HAYS COUNTY MUST BE NOTIFIED AT LEAST 48 HRS BEFORE STARTING WORK.
17. CONTRACTOR IS RESPONSIBLE FOR ALL COMPACTING AND SEDIMENT CONTROL REGULATIONS.
 - * THESE PLANS MEET OR EXCEED HAYS COUNTY ROAD AND BRIDGE STANDARDS AND SPECIFICATIONS.
 - ** NO HANDHOLES ARE TO BE PLACED WITHIN DITCH LINES.

1. CONTRACTOR RESPONSIBLE FOR INSTALLATION/REPAIR/REPLACE OF MAILBOXES AND SIGNS; MAILBOXES AND SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH HAYS COUNTY STANDARDS.
2. CONTRACTOR SHALL REPLACE ALL AREAS WITHIN HAYS COUNTY RIGHT-OF-WAY TO ORIGINAL CONDITION.
3. CONSTRUCTION SHALL NOT CHANGE OR IMPACT EXISTING DRAINAGE CONDITIONS.
4. NATURAL AREAS WITHIN HAYS COUNTY RIGHT-OF-WAY WHICH ARE DISTURBED SHALL BE RE-VEGETATED OR STABILIZED WITH SOIL RETENTION BLANKETS.
5. MINIMUM OF 4' SEPARATION MUST BE MAINTAINED BETWEEN THE BORES AND ALL CULVERTS.



SITE NAME: BARRON IAKF STX

SITE ADDRESS:
2656 WINDY HILL RD,
KYLE, TX 78640

DATE: 12/04/2023

SCALE: 1" = 40'

REVISIONS	
DATE	DESCRIPTION
12/04/23	INITIAL SUBMITTAL

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF MCI METRO BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.



4801 Southwest Parkway, Building Two,
Suite 100 Austin, Texas, 78735
Ofc: 512.447.0575 email: info@sam.biz
Texas Firm Registration No. 1064300

PROJECT: 1023078031

NOTES

SHEET 5 OF 26



CAUTION: ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTORS REQUIRED TO TEST HOLE/ROT HOLE. EXPOSE, DAYLIGHT ALL UTILITY CROSSINGS AND CALL 811 PRIOR TO CONSTRUCTION. ANY UTILITIES CLOSER THAN 3' HORIZONTAL SEPARATION TO AN OPEN TRENCH OR BORE PIT, HAND DIGGING REQUIRED. RIGHT OF WAY LOCATIONS(S) SHOWN ARE APPROXIMATE AND BASED ON FIELD SURVEY. CONTRACTORS REQUIRED TO VERIFY PRIOR TO CONSTRUCTION.

CONTRACTOR TO MAINTAIN MINIMUM CONSTRUCTION CLEARANCE REQUIREMENTS FROM ALL JURISDICTION AND THIRD PARTY INFRASTRUCTURE.

UTILITIES SHOWN ARE BASED UPON PUBLIC AVAILABLE AS-BUILT PLANS AND UTILITY MARKINGS LOCATED IN THE FIELD.

SITE ADDRESS:
2656 WINDY HILL RD,
KYLE, TX 78640.

DATE: 12/04/2023

SCALE: 1" = 40'

REVISIONS	
NO.	DESCRIPTION
12/04/23	INITIAL SUBMITTAL

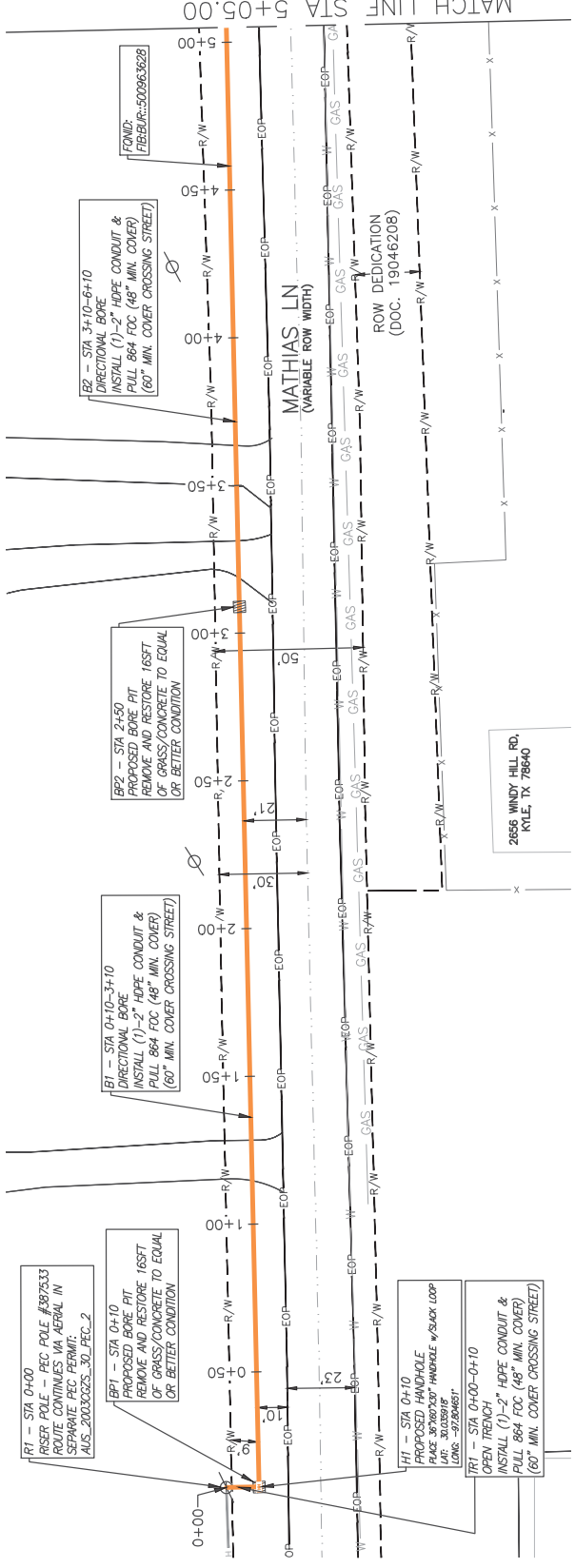
EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE OF ANY KIND. THE INFORMATION IS NOT TO BE USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.



PROJECT: 1023078031

PLAN

SHEET 6 OF 26



CONTRACTORS NOTE:
ALL LINE WORK AND UTILITY LOCATIONS ARE APPROXIMATE
CONTRACTOR RESPONSIBLE FOR
EXACT LOCATIONS.



CAUTION:
ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTORS REQUIRED TO TEST HOLE/POT HOLE EXPOSE. DAYLIGHT ALL UTILITY CROSSINGS AND CALL 811 PRIOR TO CONSTRUCTION.
ANY UTILITIES CLOSER THAN 3' HORIZONTAL SEPARATION TO AN OPEN TRENCH OR BORE PIT, HAND DIGGING REQUIRED. RIGHT OF WAY LOCATION(S) REQUIRED ARE APPROXIMATE AND BASED ON FIELD SURVEY. CONTRACTORS REQUIRED TO VERIFY PRIOR TO CONSTRUCTION.
CONTRACTOR TO MAINTAIN MINIMUM CONSTRUCTION CLEARANCE REQUIREMENTS FROM ALL JURISDICTION AND THIRD PARTY INFRASTRUCTURE.
UTILITIES SHOWN ARE BASED UPON PUBLIC AVAILABLE AS-BUILT PLANS AND UTILITY MARKINGS LOCATED IN THE FIELD.

SITE ADDRESS:
2656 WINDY HILL RD,
KYLE, TX 78640.

DATE: 12/04/2023

SCALE: 1" = 40'

REVISIONS	
NO.	DESCRIPTION
1	INITIAL SUBMITTAL
2	BY
3	DATE

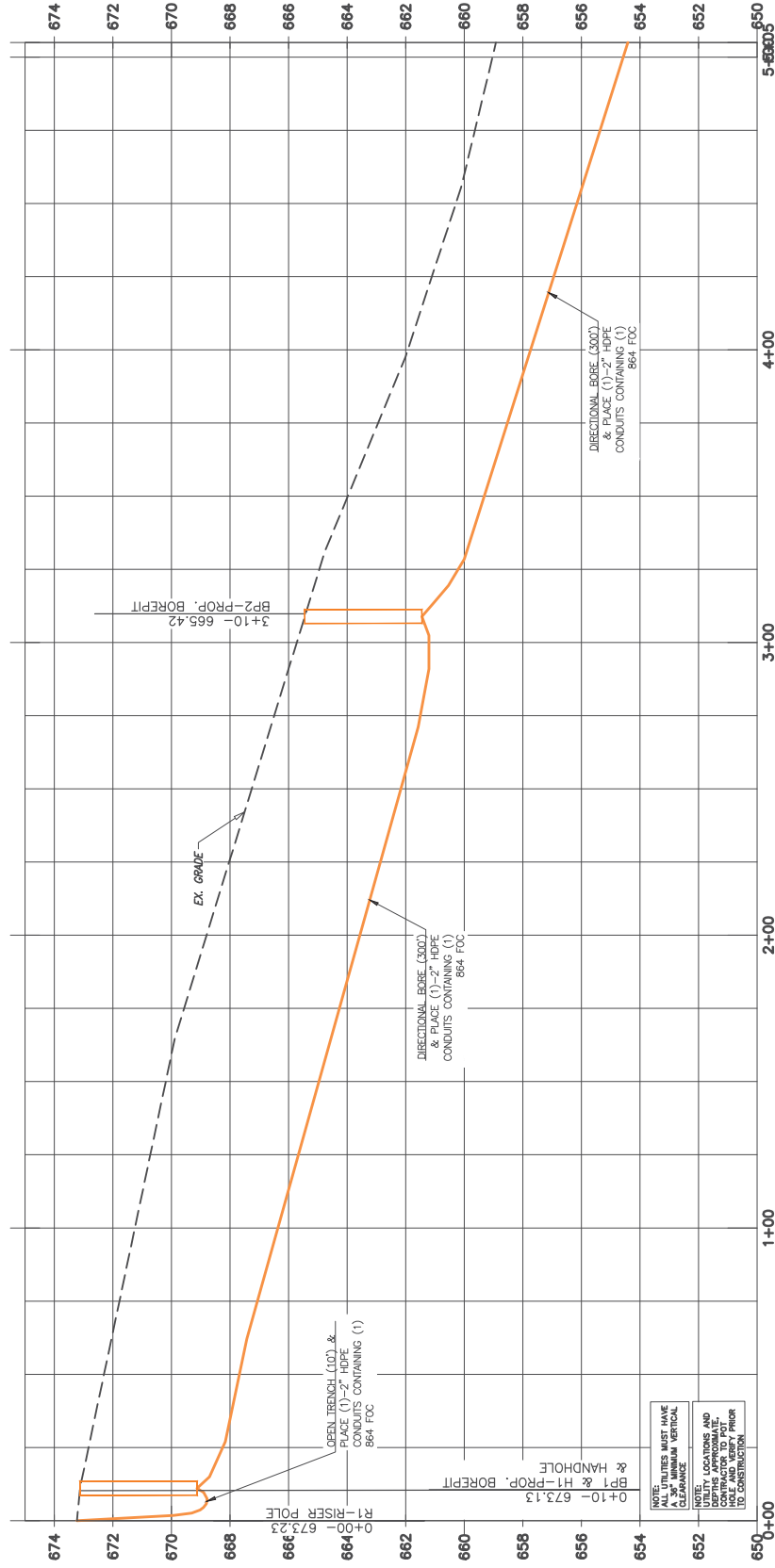
EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PROPERTY OF THE PUBLIC, THE STATE OF TEXAS, AND THE LOCAL GOVERNMENT, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.



PROJECT: 1023078031

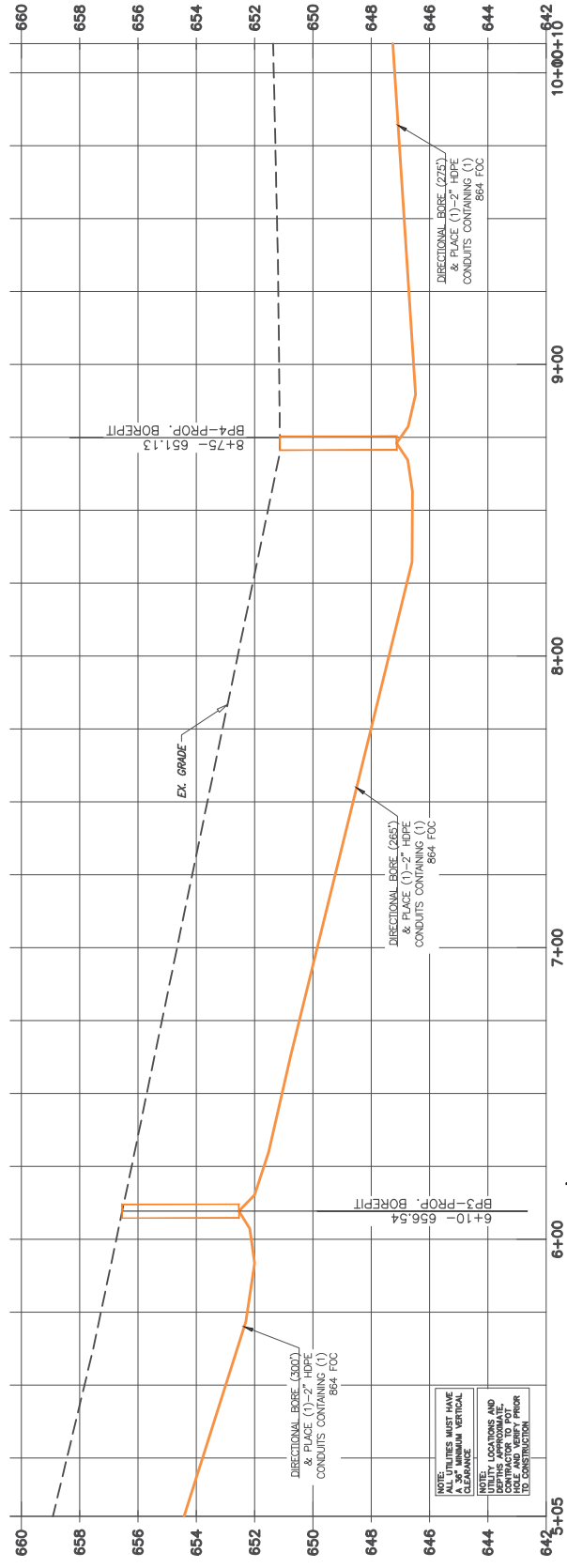
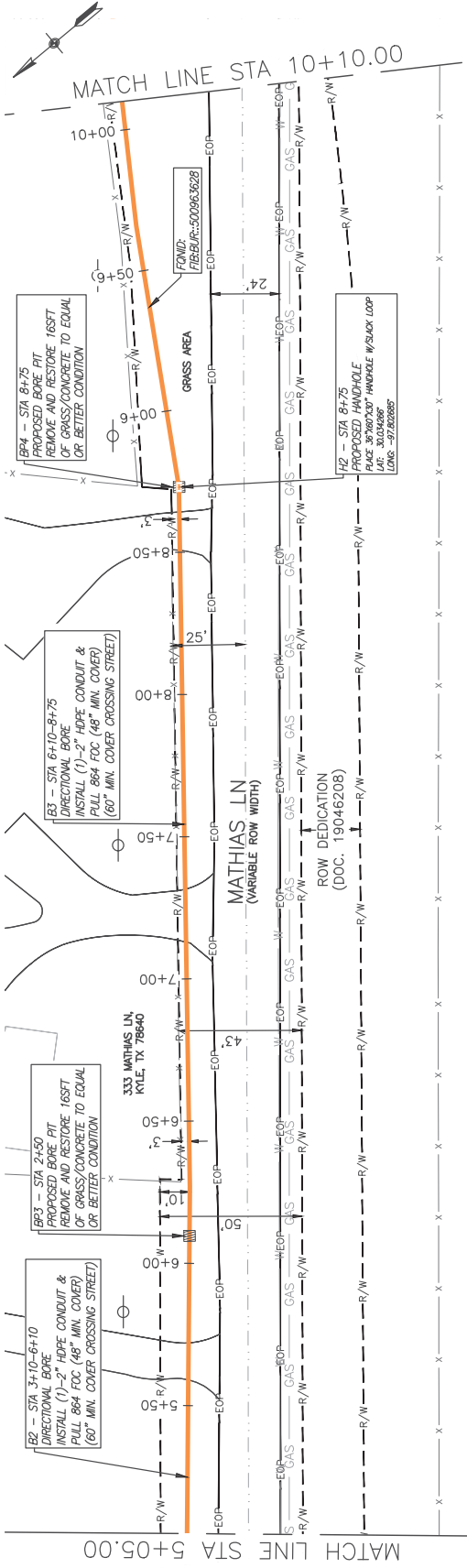
PLAN

SHEET 6 (2) OF 26



CONTRACTORS NOTE:
ALL LINE WORK AND UTILITY LOCATIONS ARE APPROXIMATE
CONTRACTOR RESPONSIBLE FOR
EXACT LOCATIONS.

HAYS COUNTY, TX
BARRON_LAKE_STX



NOTE: ALL UTILITIES MUST HAVE A MINIMUM VERTICAL CLEARANCE.

NOTE: UTILITY LOCATIONS AND DEPTHS ARE APPROXIMATE. CONTRACTOR TO VERIFY PRIOR TO CONSTRUCTION.

CONTRACTORS NOTE:
ALL LINE WORK AND UTILITY LOCATIONS ARE APPROXIMATE
CONTRACTOR IS RESPONSIBLE FOR
EXACT LOCATIONS.



CAUTION:
ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTORS REQUIRED TO TEST HOLE/ROT HOLE EXPOSE. DAYLIGHT ALL UTILITY CROSSINGS AND CALL 811 PRIOR TO CONSTRUCTION.
ANY UTILITIES CLOSER THAN 3' HORIZONTAL SEPARATION TO AN OPEN TRENCH OR BORE PIT, HAND DIGGING REQUIRED. RIGHT OF WAY LOCATION(S) DEPICTED ARE APPROXIMATE AND BASED ON RECORD DRAWINGS. CONTRACTORS REQUIRED TO VERIFY PRIOR TO CONSTRUCTION.
CONTRACTOR TO MAINTAIN MINIMUM CONSTRUCTION CLEARANCE REQUIREMENTS FROM ALL JURISDICTION AND THIRD PARTY INFRASTRUCTURE.
UTILITIES SHOWN ARE BASED UPON PUBLIC AVAILABLE AS-BUILT PLANS AND UTILITY MARKINGS LOCATED IN THE FIELD.

SITE: BARRON_LAKE_STX
SITE ADDRESS:
2656 WINDY HILL RD,
KYLE, TX 78640

DATE: 12/04/2023

SCALE: 1" = 40'

REVISIONS	
NO.	DESCRIPTION
1	INITIAL SUBMITTAL
2	REVISED

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF FREEDLIFT, LLC BEING ISSUED IN STRICT CONFIDENCE AND NOT TO BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.



PROJECT: 1023078031

PLAN

SHEET 7 OF 26



CAUTION:
ALL UTILITY LOCATIONS DEPICTED ARE APPROXIMATE. CONTRACTORS REQUIRED TO TEST HOLE/POUT HOLE, EXPOSE, DAYLIGHT ALL UTILITY CROSSINGS AND CALL 811 PRIOR TO CONSTRUCTION.
ANY UTILITIES CLOSER THAN 3' HORIZONTAL SEPARATION TO AN OPEN TRENCH OR BORE PIT, HAND DIGGING REQUIRED. RIGHT OF WAY LOCATION(S) DEPICTED ARE APPROXIMATE AND BASED UPON PUBLIC RECORDS. CONTRACTORS REQUIRED TO VERIFY PRIOR TO CONSTRUCTION.

CONTRACTOR TO MAINTAIN MINIMUM CONSTRUCTION CLEARANCE REQUIREMENTS FROM ALL JURISDICTION AND THIRD PARTY INFRASTRUCTURE.

UTILITIES SHOWN ARE BASED UPON PUBLIC AVAILABLE AS-BUILT PLANS AND UTILITY MARKINGS LOCATED IN THE FIELD.

SITE ADDRESS:
2656 WINDY HILL RD,
KYLE, TX 78640

DATE: 12/04/2023

SCALE: 1" = 40'

REVISIONS

DATE	DESCRIPTION	BY
12/04/23	INITIAL SUBMITTAL	AEM

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF PERKINS+WILL, INC. AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PERKINS+WILL, INC.

PROPERTY OF FIBERLIGHT, LLC BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN

PERMISSION.



4801 Southwest Parkway, Building Two,

Suite 100 Austin, Texas, 78735
Ofc: 512.447.0575 email: Info@sam.biz
Texas Firm Registration No. 10064300

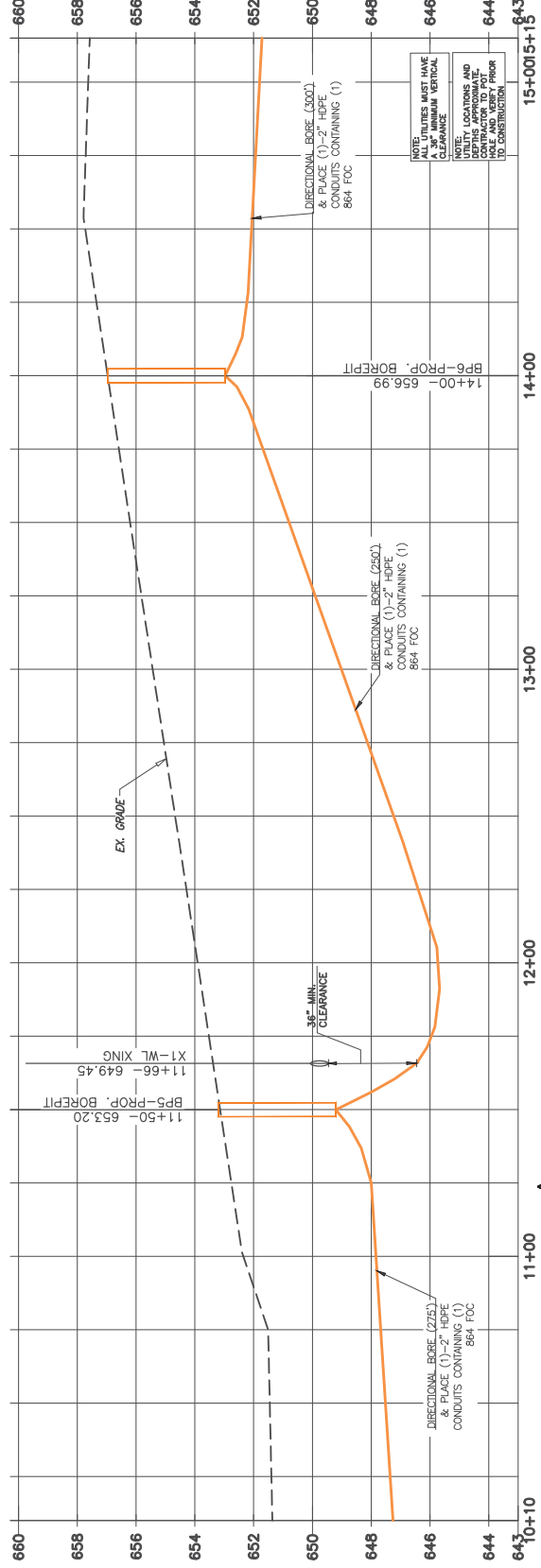
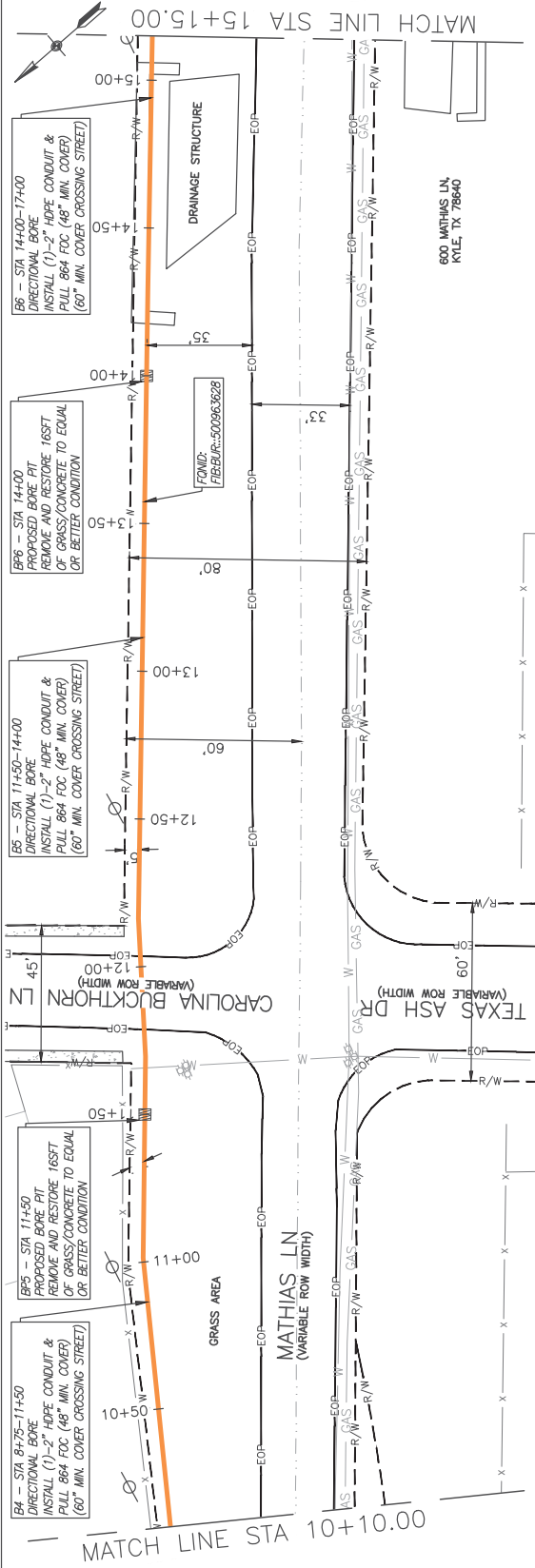
PROJECT: 1023078031

DIAMETER

PLAN

SHEET 8 OF 26

HAYS COUNTY, TX
BARRON_LAKE_STX

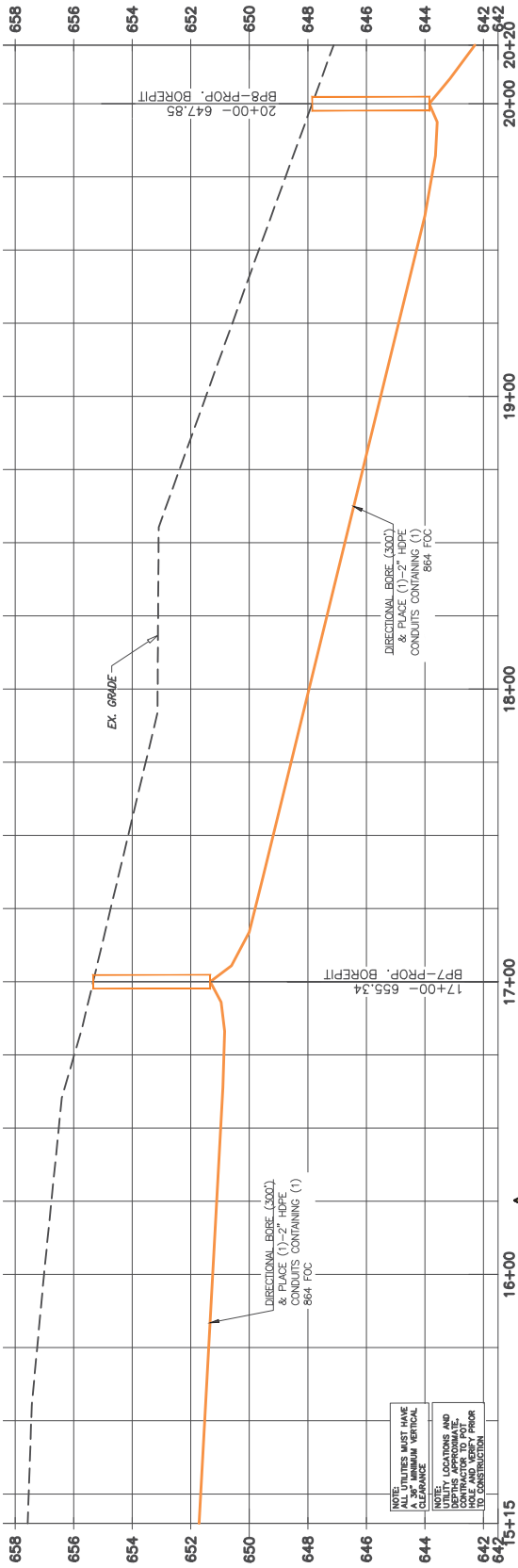
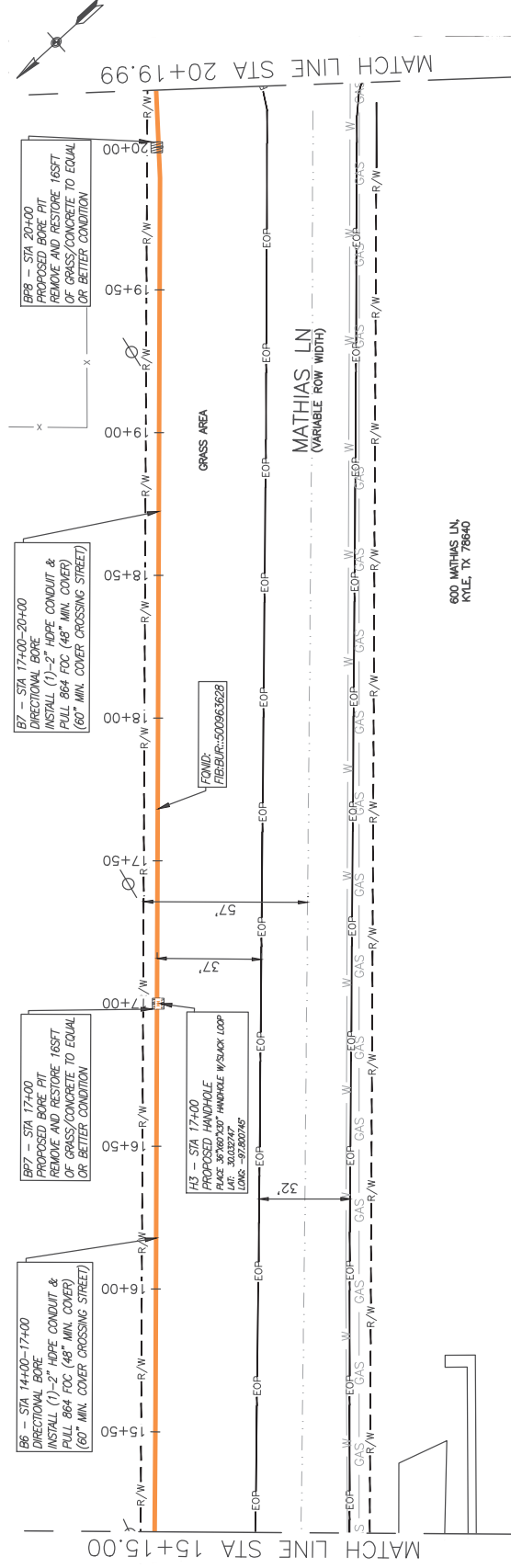


CONTRACTORS NOTE:
ALL LINE WORK AND UTILITY LOCATIONS ARE APPROXIMATE
CONTRACTOR IS RESPONSIBLE FOR
EXACT LOCATIONS.

CONTRACTORS NOTE

WORK AND UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR

EXACT LOCATIONS.



ALL UTILITIES MUST HAVE
A 3" MINIMUM VERTICAL
CLEARANCE
OVER THE PROPOSED
UTILITY LOCATIONS AND
CONTRACTOR TO VERIFY
HOPE AND VERIFY PRIOR
TO CONSTRUCTION



CONTRACTORS NOTE:
ALL LINE WORK AND UTILITY LOCATIONS ARE APPROXIMATE
CONTRACTOR IS RESPONSIBLE FOR
EXACT LOCATIONS.



CAUTION:
ALL UTILITY LOCATIONS SHOWN ARE
APPROXIMATE. CONTRACTORS REQUIRED
TO TEST HOLE/ROT HOLE. EXPOSE
DAYLIGHT ALL UTILITY CROSSINGS AND
CALL 811 PRIOR TO CONSTRUCTION.
ANY UTILITIES CLOSER THAN 3'
HORIZONTAL SEPARATION TO AN OPEN
TRENCH OR BORE PIT, HAND DIGGING
REQUIRED. RIGHT OF WAY LOCATION(S)
DEPicted ARE APPROXIMATE AND BASED
ON RECORD DRAWINGS. CONTRACTORS
REQUIRED TO VERIFY PRIOR TO
CONSTRUCTION.

CONTRACTOR TO MAINTAIN MINIMUM
CONSTRUCTION CLEARANCE
REQUIREMENTS FROM ALL JURISDICTION
AND THIRD PARTY INFRASTRUCTURE.
UTILITIES SHOWN ARE BASED UPON
PUBLIC AVAILABLE AS-BUILT PLANS AND
UTILITY MARKINGS LOCATED IN THE
FIELD.

SITE ADDRESS:
2656 WINDY HILL RD,
KYLE, TX 78640

DATE: 12/04/2023

SCALE: 1" = 40'

REVISIONS			
NO.	REVISION	BY	DATE
1	INITIAL SUBMITTAL		12/04/23

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT,
THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF
S&M ENGINEERING, L.L.C. AND ARE NOT TO BE REPRODUCED
OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN
PERMISSION.



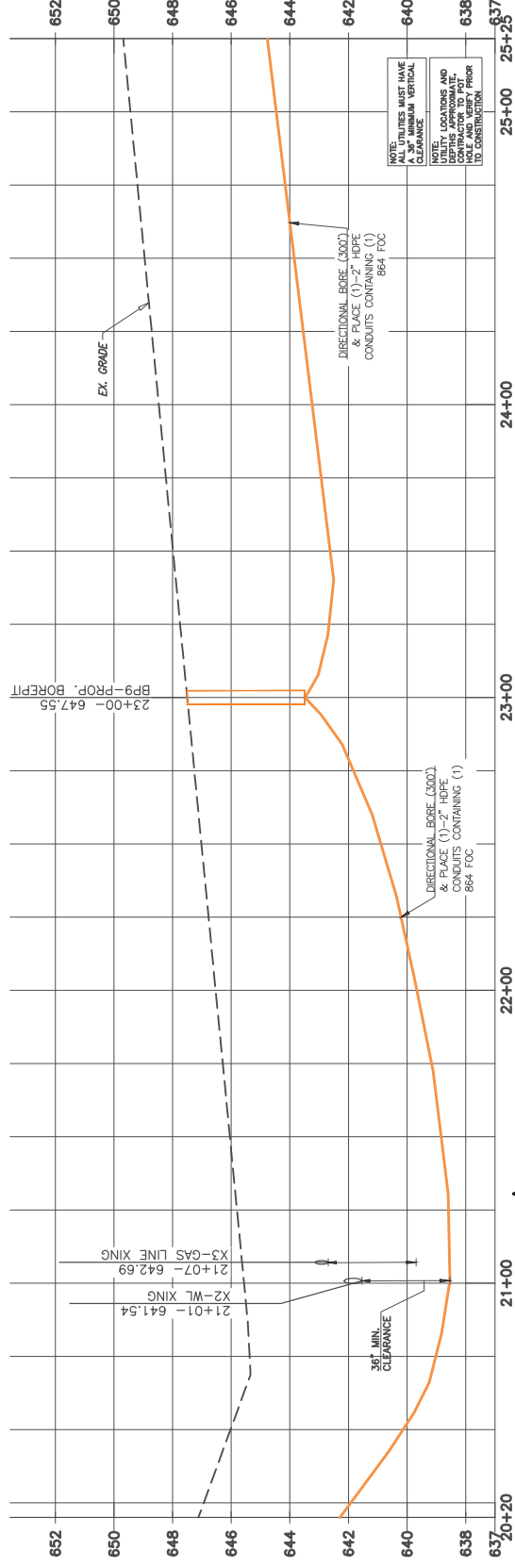
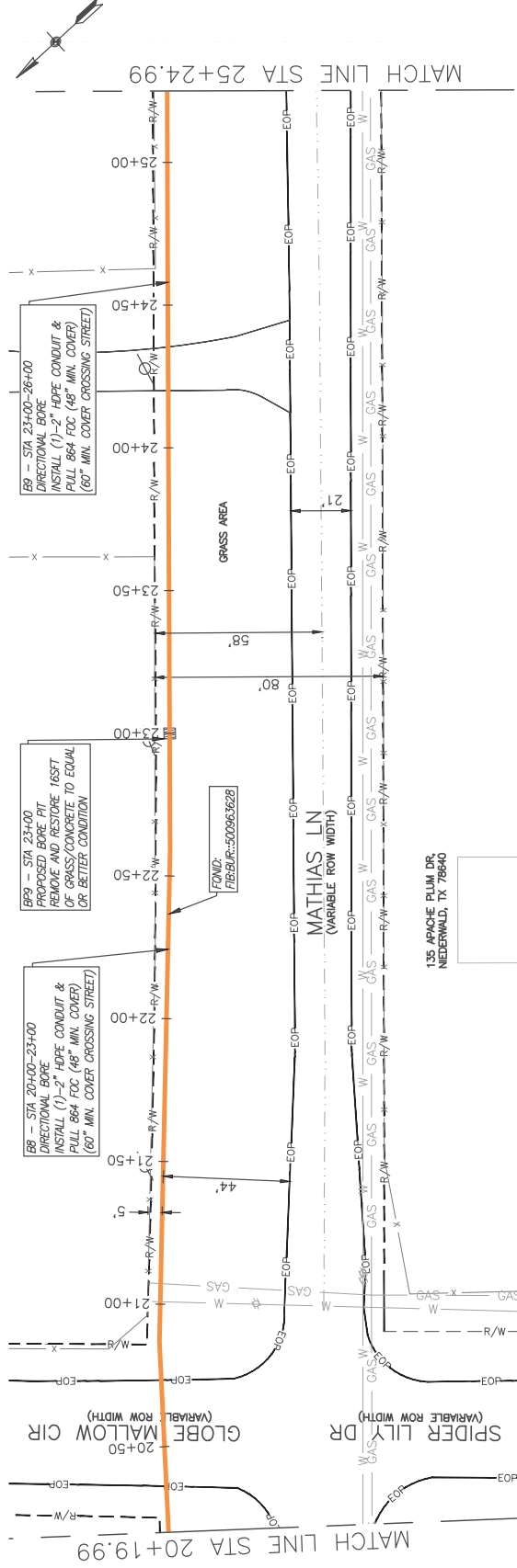
4801 Southwest Parkway, Building Two,
Suite 100 Austin, Texas, 78735
Phone: 512.444.1111
Texas Firm Registration No. 10084300

PROJECT: 1023078031

PLAN

SHEET 9 OF 26

HAYS COUNTY, TX
BARRON_LAKE_STX



CONTRACTORS NOTE:
ALL LINE WORK AND UTILITY LOCATIONS ARE APPROXIMATE
CONTRACTOR IS RESPONSIBLE FOR
EXACT LOCATIONS.



NOTE:
UTILITIES MUST HAVE
A 36\"/>



CAUTION:
ALL UTILITY LOCATIONS SHOWN ARE
APPROXIMATE. CONTRACTORS REQUIRED
TO TEST HOLE/ROT HOLE. EXPOSE
DAYLIGHT ALL UTILITY CROSSINGS AND
CALL 811 PRIOR TO CONSTRUCTION.
ANY UTILITIES CLOSER THAN 3'
HORIZONTAL SEPARATION TO AN OPEN
TRENCH OR BORE PIT, HAND DIGGING
REQUIRED. RIGHT OF WAY LOCATION(S)
DEPicted ARE APPROXIMATE AND BASED
ON RECORD DRAWINGS. CONTRACTORS
REQUIRED TO VERIFY PRIOR TO
CONSTRUCTION.

CONTRACTOR TO MAINTAIN MINIMUM
CONSTRUCTION CLEARANCE
REQUIREMENTS FROM ALL JURISDICTION
AND THIRD PARTY INFRASTRUCTURE.
UTILITIES SHOWN ARE BASED UPON
PUBLIC AVAILABLE AS-BUILT PLANS AND
UTILITY MARKINGS LOCATED IN THE
FIELD.

SITE ADDRESS:
2656 WINDY HILL RD,
KYLE, TX 78640

DATE: 12/04/2023

SCALE: 1" = 40'

REVISIONS

NO. 1 REVISION

12/04/23 INITIAL SUBMITTAL

BY: FEM

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT,
THIS DRAWING IS THE PROPERTY OF SAIK, LLC. NO PART OF THIS DRAWING
SHALL BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN
PERMISSION.

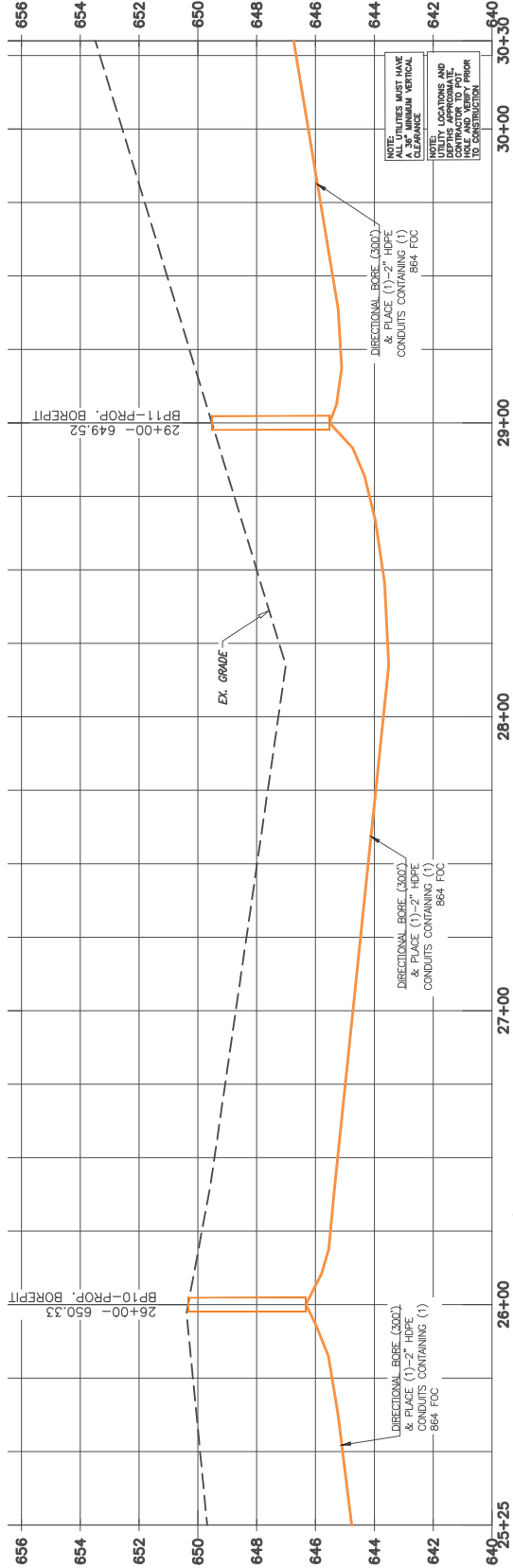
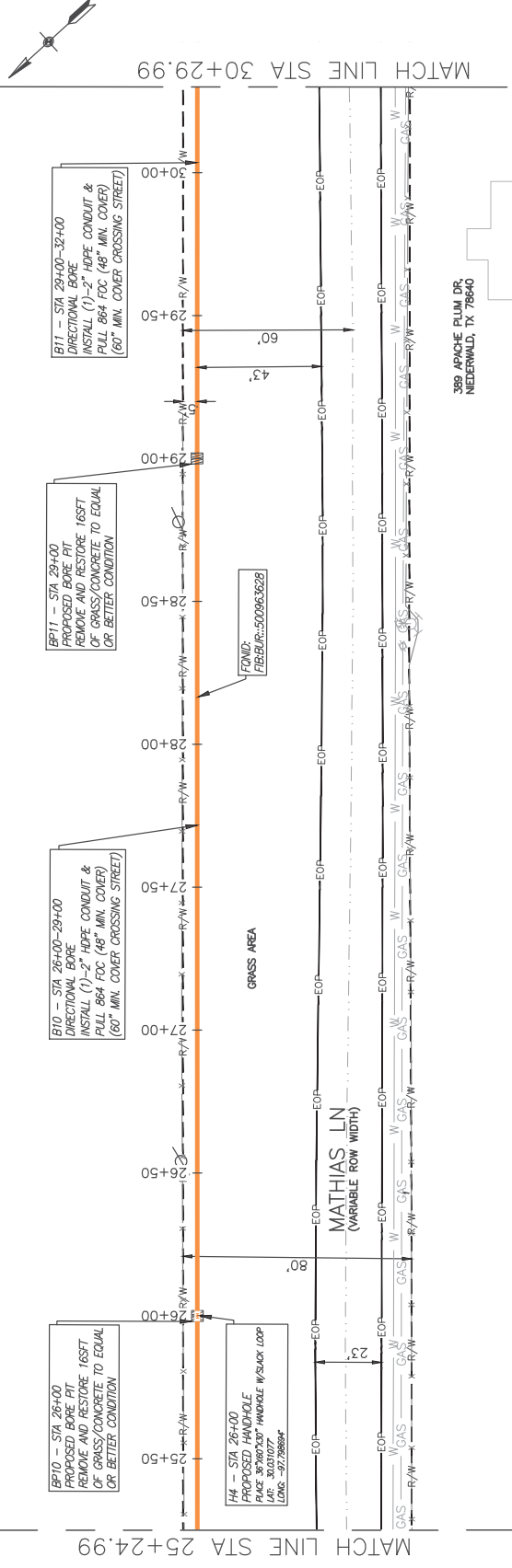
SAIK
4801 Southwest Parkway, Building Two,
Suite 100 Austin, Texas, 78735
Phone: 512.444.1111 Fax: 512.444.1112
Website: www.saike.com
Texas Firm Registration No. 10084300

PROJECT: 1023078031

PLAN

SHEET 10 OF 26

HAYS COUNTY, TX
BARRON_LAKE_STX



CONTRACTORS NOTE:
ALL LINE WORK AND UTILITY LOCATIONS ARE APPROXIMATE
CONTRACTOR IS RESPONSIBLE FOR
EXACT LOCATIONS.



CAUTION: ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTORS REQUIRED TO TEST HOLE/ROT HOLE EXPOSE. DAYLIGHT ALL UTILITY CROSSINGS AND CALL 811 PRIOR TO CONSTRUCTION. ANY UTILITIES CLOSER THAN 3' HORIZONTAL SEPARATION TO AN OPEN TRENCH OR BORE PIT, HAND DIGGING REQUIRED. RIGHT OF WAY LOCATION(S) DEPICTED ARE APPROXIMATE AND BASED ON RECORD DRAWINGS. CONTRACTORS REQUIRED TO VERIFY PRIOR TO CONSTRUCTION.

CONTRACTOR TO MAINTAIN MINIMUM CONSTRUCTION CLEARANCE REQUIREMENTS FROM ALL JURISDICTION AND THIRD PARTY INFRASTRUCTURE.

UTILITIES SHOWN ARE BASED UPON PUBLIC AVAILABLE AS-BUILT PLANS AND UTILITY MARKINGS LOCATED IN THE FIELD.

SITE ADDRESS:
2656 WINDY HILL RD,
KYLE, TX 78640

DATE: 12/04/2023

SCALE: 1" = 40'

REVISIONS

NO.	DESCRIPTION	BY	DATE
1	INITIAL SUBMITTAL		12/04/23

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THE DESIGN AND CONSTRUCTION OF THIS PROJECT IS THE PROPERTY OF FREEDLIFT, LLC BEING ISSUED IN STRICT CONFIDENCE AND NOT TO BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.

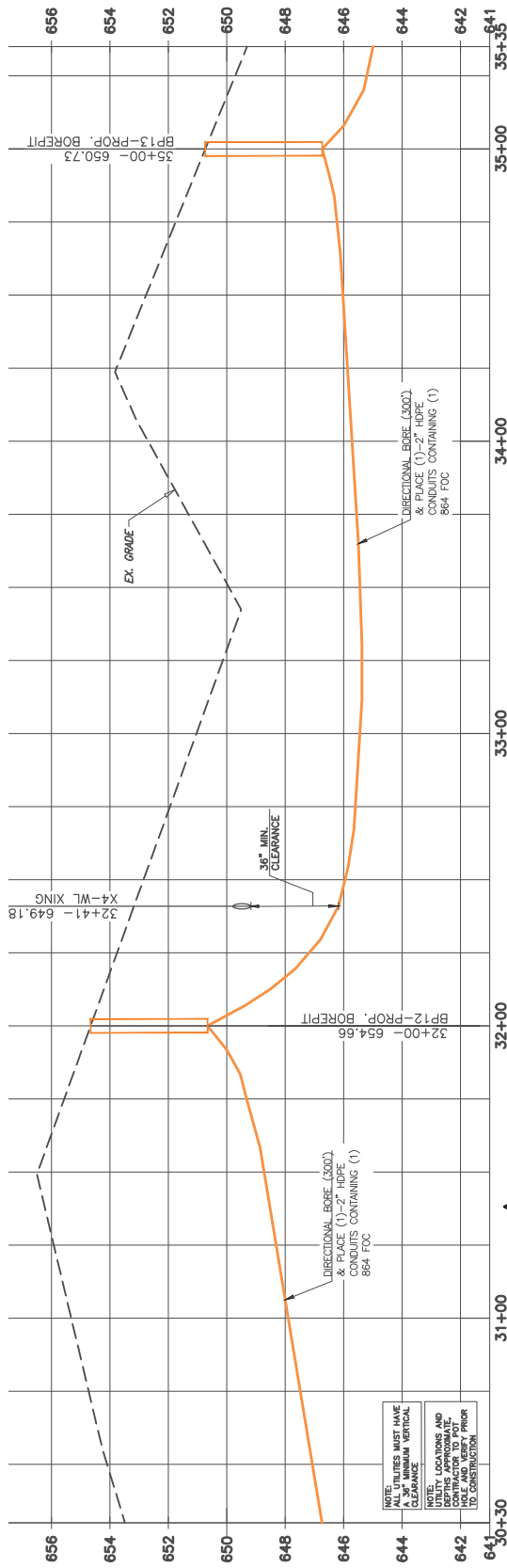
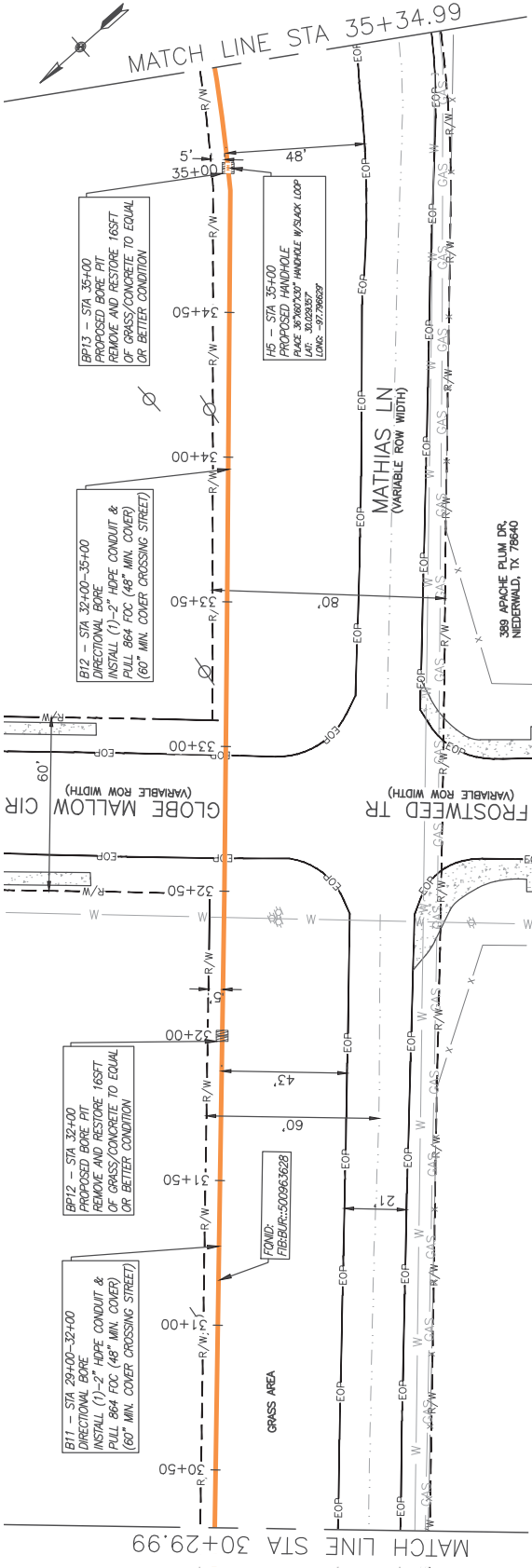
SAI
4801 Southwest Parkway, Building Two,
Suite 100 Austin, Texas, 78735
www.saiinc.com
Texas Firm Registration No. 10084300

PROJECT: 1023078031

PLAN

SHEET 11 OF 26

HAYS COUNTY, TX
BARRON_LAKE_STX



CAUTION:
ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTORS REQUIRED TO TEST HOLE/ROT HOLE. EXPOSE. DAYLIGHT ALL UTILITY CROSSINGS AND CALL 811 PRIOR TO CONSTRUCTION.
ANY UTILITIES CLOSER THAN 3' HORIZONTAL SEPARATION TO AN OPEN TRENCH OR BORE PIT, HAND DIGGING REQUIRED. RIGHT OF WAY LOCATION(S) DEPICTED ARE APPROXIMATE AND BASED ON RECORD DRAWINGS. CONTRACTORS REQUIRED TO VERIFY PRIOR TO CONSTRUCTION.

CONTRACTOR TO MAINTAIN MINIMUM CONSTRUCTION CLEARANCE REQUIREMENTS FROM ALL JURISDICTION AND THIRD PARTY INFRASTRUCTURE.
UTILITIES SHOWN ARE BASED UPON PUBLIC AVAILABLE AS-BUILT PLANS AND UTILITY MARKINGS LOCATED IN THE FIELD.

SITE ADDRESS:
2656 WINDY HILL RD,
KYLE, TX 78640

DATE: 12/04/2023

SCALE: 1" = 40'

REVISIONS

DATE: 12/04/23

BY: [Signature]

FILED

12/04/23

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ANY NECESSARY EASEMENTS OR RIGHTS-OF-WAY PRIOR TO CONSTRUCTION.

SAI

4801 Southwest Parkway, Building Two,
Suite 100 Austin, Texas, 78735
SAI Engineering & Construction, Inc.
Texas Firm Registration No. 10084300

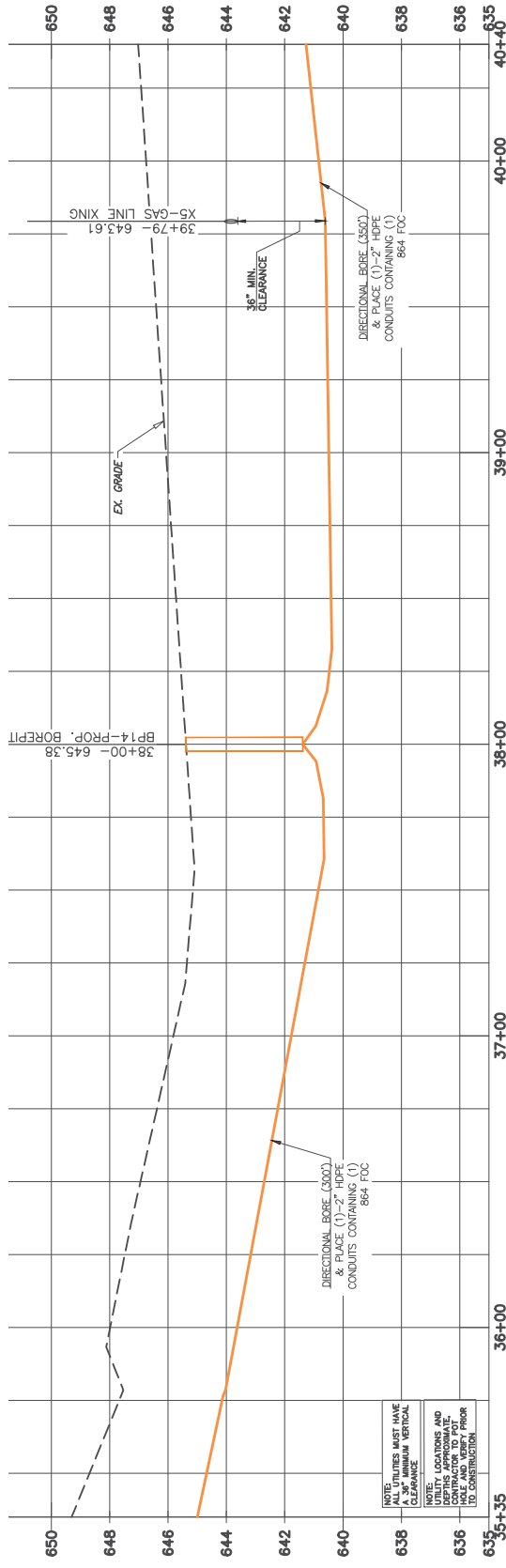
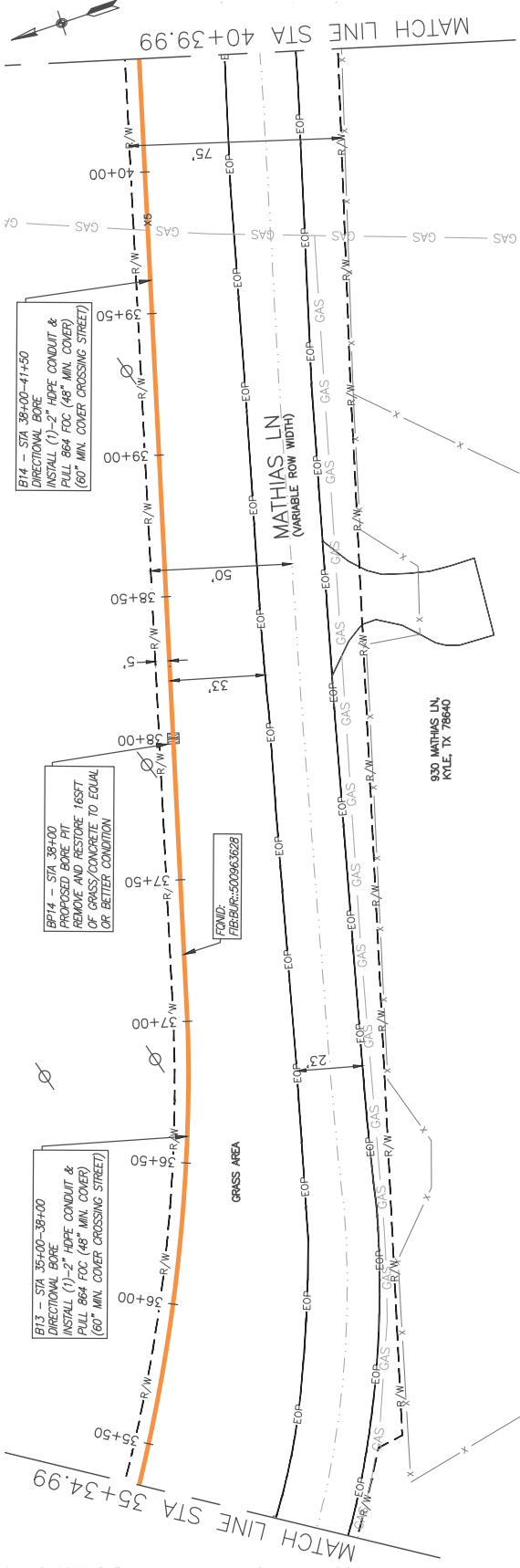
PROJECT: 1023078031

PLAN

SHEET 12 OF 26

CONTRACTOR'S NOTE:
ALL LINE WORK AND UTILITY LOCATIONS ARE APPROXIMATE
CONTRACTOR IS RESPONSIBLE FOR
EXACT LOCATIONS.

HAYS COUNTY, TX
BARRON_LAKE_STX



CONTRACTORS NOTE:
ALL LINE WORK AND UTILITY LOCATIONS ARE APPROXIMATE
CONTRACTOR IS RESPONSIBLE FOR
EXACT LOCATIONS.



CAUTION:
ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTORS REQUIRED TO TEST HOLE/POT HOLE. EXPOSE, DAYLIGHT ALL UTILITY CROSSINGS AND CALL 811 PRIOR TO CONSTRUCTION.
ANY UTILITIES CLOSER THAN 3' HORIZONTAL SEPARATION TO AN OPEN TRENCH OR BORE PIT, HAND DIGGING REQUIRED. RIGHT OF WAY LOCATION(S) DEPICTED ARE APPROXIMATE AND BASED ON RECORD PLANS. CONTRACTORS REQUIRED TO VERIFY PRIOR TO CONSTRUCTION.
CONTRACTOR TO MAINTAIN MINIMUM CONSTRUCTION CLEARANCE REQUIREMENTS FROM ALL JURISDICTION AND THIRD PARTY INFRASTRUCTURE.
UTILITIES SHOWN ARE BASED UPON PUBLIC AVAILABLE AS-BUILT PLANS AND UTILITY MARKINGS LOCATED IN THE FIELD.

SITE ADDRESS:
2656 WINDY HILL RD,
KYLE, TX 78640
DATE: 12/04/2023
SCALE: 1" = 40'

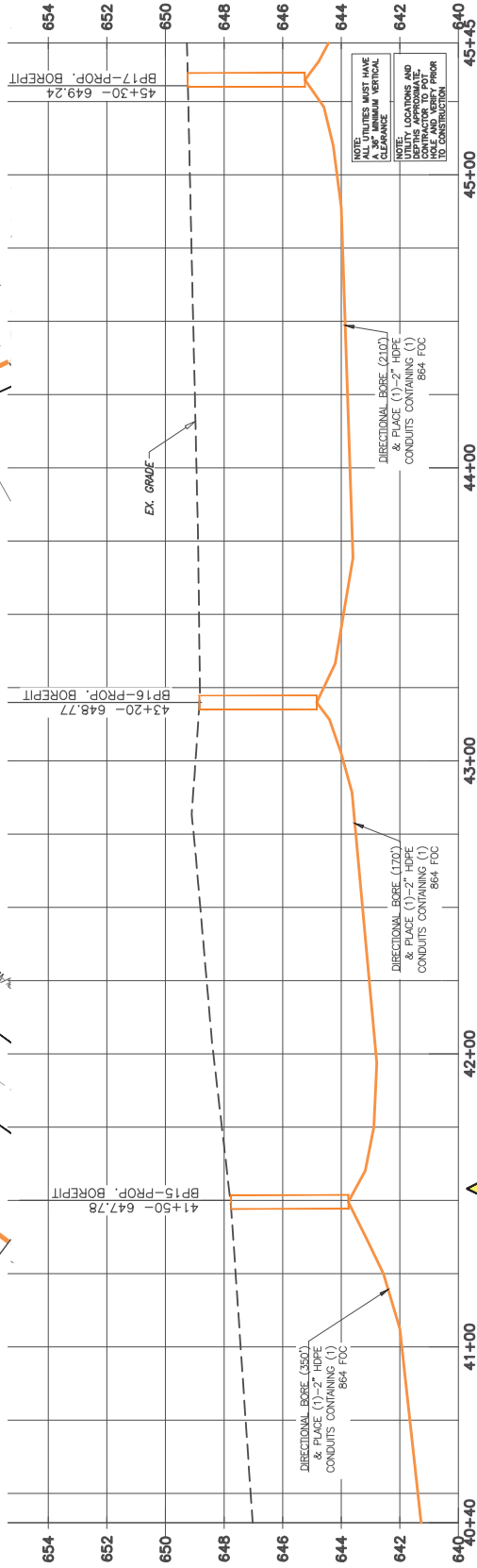
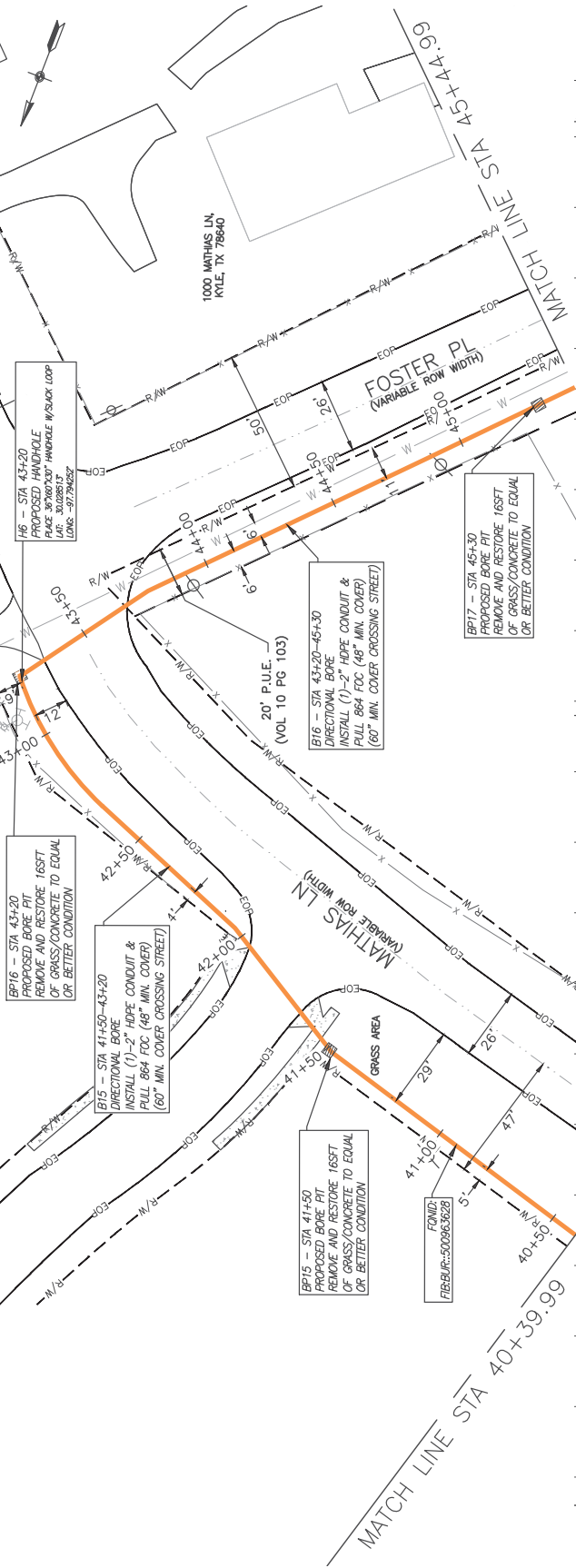
NO.	REVISION	BY	DATE
1	INITIAL SUBMITTAL	MEM	12/04/23

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF FREEDLIGHT, LLC BEING ISSUED IN STRICT CONFIDENCE AND IS NOT TO BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.

S&A
4801 Southwest Parkway, Building Two,
Suite 100 Austin, Texas, 78735
freedlight@austin.ssa.com
Texas Firm Registration No. 10084300

PROJECT: 1023078031
PLAN
SHEET 13 OF 26

HAYS COUNTY, TX
BARRON_LAKE_STX



CONTRACTORS NOTE:
ALL LINE WORK AND UTILITY LOCATIONS ARE APPROXIMATE
CONTRACTOR IS RESPONSIBLE FOR
EXACT LOCATIONS.



CAUTION:
ALL UTILITY LOCATIONS SHOWN ARE
APPROXIMATE. CONTRACTORS REQUIRED
TO TEST HOLE/POT HOLE. EXPOSE
DAYLIGHT ALL UTILITY CROSSINGS AND
CALL 811 PRIOR TO CONSTRUCTION.
ANY UTILITIES CLOSER THAN 3'
HORIZONTAL SEPARATION TO AN OPEN
TRENCH OR BORE PIT, HAND DIGGING
REQUIRED. RIGHT OF WAY LOCATION(S)
DEPICTED ARE APPROXIMATE AND BASED
ON AVAILABLE RECORDS. CONTRACTORS
REQUIRED TO VERIFY PRIOR TO
CONSTRUCTION.
CONTRACTOR TO MAINTAIN MINIMUM
CONSTRUCTION CLEARANCE
REQUIREMENTS FROM ALL JURISDICTION
AND THIRD PARTY INFRASTRUCTURE.
UTILITIES SHOWN ARE BASED UPON
PUBLIC AVAILABLE AS-BUILT PLANS AND
UTILITY MARKINGS LOCATED IN THE
FIELD.

SITE ADDRESS:
2656 WINDY HILL RD,
KYLE, TX 78640

DATE: 12/04/2023

SCALE: 1" = 40'

NO.	REVISION	BY	DATE
1	INITIAL SUBMITTAL		12/04/23

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT,
THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF THE ENGINEER, LLC. NO PART OF THESE PLANS OR SPECIFICATIONS
SHALL BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN
PERMISSION.



PROJECT: 1023078031

PLAN

SHEET 14 OF 26

HAYS COUNTY, TX
BARRON_LAKE_STX



CAUTION: ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTORS REQUIRED TO TEST HOLE/POI HOLE. EXPOSE, DAYLIGHT ALL UTILITY CROSSINGS AND CALL 811 PRIOR TO CONSTRUCTION. ANY UTILITIES CLOSER THAN 3' HORIZONTAL SEPARATION TO AN OPEN TRENCH OR BORE PIT, HAND DIGGING REQUIRED RIGHT OF WAY LOCATION(S) DEPICTED ARE APPROXIMATE AND BASED ON RECORD DRAWINGS. CONTRACTORS REQUIRED TO VERIFY PRIOR TO CONSTRUCTION. CONTRACTOR TO MAINTAIN MINIMUM CONSTRUCTION CLEARANCE REQUIREMENTS FROM ALL JURISDICTION AND THIRD PARTY INFRASTRUCTURE. UTILITIES SHOWN ARE BASED UPON PUBLIC AVAILABLE AS-BUILT PLANS AND UTILITY MARKINGS LOCATED IN THE FIELD.

SITE ADDRESS:
2656 WINDY HILL RD,
KYLE, TX 78640

DATE: 12/04/2023

SCALE: 1" = 40'

REVISIONS

DATE: 12/04/23
BY: [Signature]
FILED

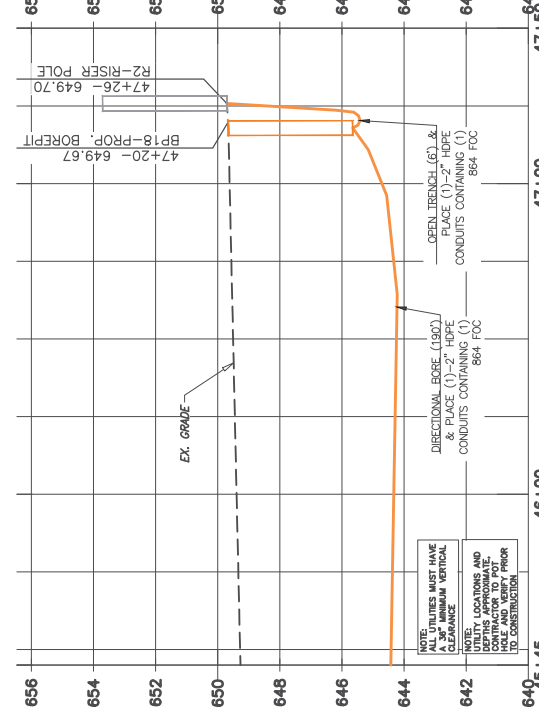
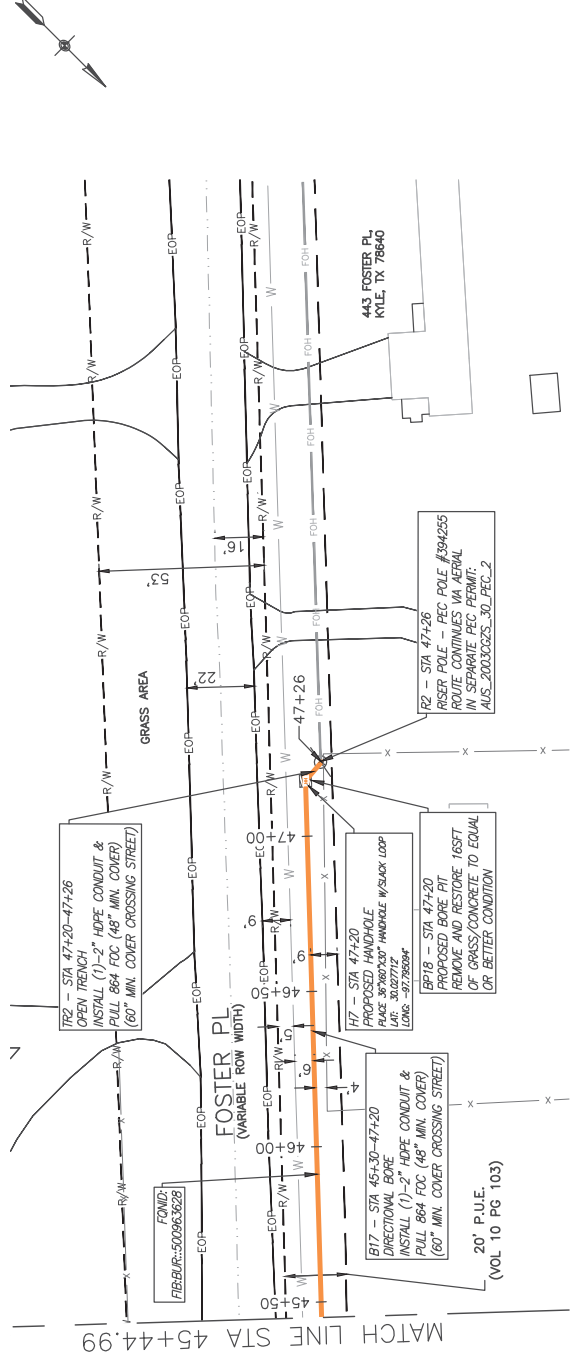
EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

SAI
4801 Southwest Parkway, Building Two,
Suite 100 Austin, Texas, 78735
Phone: (512) 450-1100
Fax: (512) 450-1101
Email: info@sai.com
Texas Firm Registration No. 10084300

PROJECT: 1023078031

PLAN

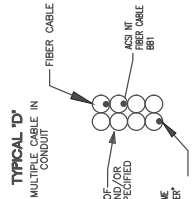
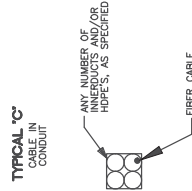
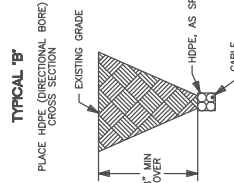
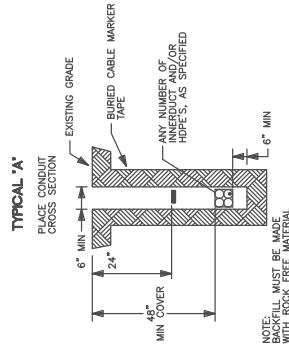
SHEET 15 OF 26



CONTRACTORS NOTE:
ALL LINE WORK AND UTILITY LOCATIONS ARE APPROXIMATE
CONTRACTOR RESPONSIBLE FOR
EXACT LOCATIONS.

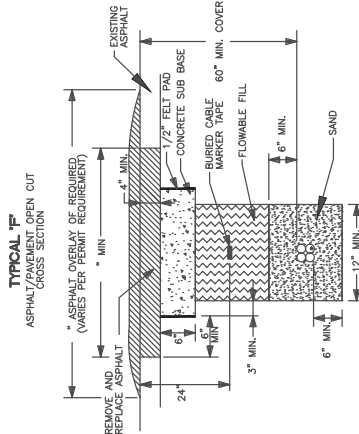
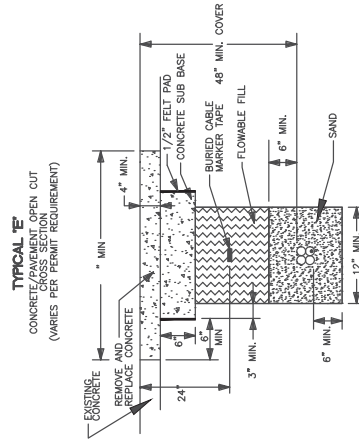
BURIED CONSTRUCTION TYPICALS - 1

PLACEMENT - TYPICALS



CONDUIT CONFIGURATION

OPEN CUT - TYPICALS



1. THE BOTTOM OF THE TRENCH SHALL BE LEVEL, FLAT AND NOT HAVE ANY ROCK DEBRIS.
2. ALL BACKFILL MUST BE APPROVED BY ENGINEER, OR PERMITTING AUTHORITY.
3. EQUIVANT MATERIAL MAY BE DEEMED SUITABLE BACKFILL BY ENGINEER AND/OR PERMITTING AUTHORITY INSPECTOR.
4. MINIMUM SIX (6) INCHES OF CLEAN SAND SHALL BE PLACED OVER THE CONDUIT.
5. FLOWABLE FILL MIX DESIGN SHALL BE PER CITY AND/OR PERMITTING AUTHORITY.
6. ALL FLOWABLE FILL AND CONCRETE SHALL BE VIBRATED USING A 2" DIAMETER VIBRATOR.
7. CONCRETE AND ASPHALT THICKNESS SHALL MATCH EXISTING.
8. #4 DOWELS SHOULD BE DRILLED INTO ADJACENT UNDISTURBED CONCRETE TO PREVENT DIFFERENTIAL SETTLEMENT.



SITE NAME: BARRON LAKE_STX

SITE ADDRESS:
7655 WINDY HILL RD,
KYLE, TX 78640

DATE: 12/04/2023

SCALE: 1" = 40'

REVISIONS

DATE REVISION BY

12/04/23 INITIAL SUBMITTAL ACM

NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE USER OF THIS DOCUMENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE NECESSARY CONSENT OF THE NECESSARY AGENCIES. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE USER OF THIS DOCUMENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE NECESSARY CONSENT OF THE NECESSARY AGENCIES.



4801 Scimitar Parkway, Building Two,
Suite 100 Austin, Texas, 78725
Phone: 512.335.9999
Fax: 512.335.9999
Email: info@sai.com
Website: www.sai.com

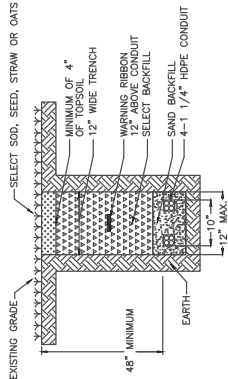
PROJECT: 1025078031

BUR CONST TYP1

SHEET 16 OF 26

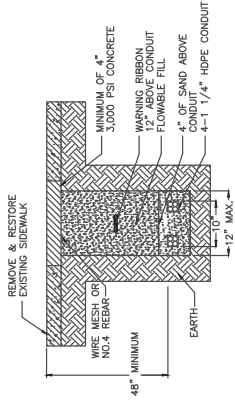
BURIED CONSTRUCTION TYPICALS - 2

SOD/UNIMPROVED AREA TRENCH RESTORATION TYPICAL



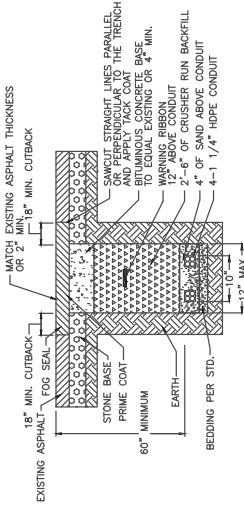
1. ALL BACKFILL MUST BE APPROVED BY ENGINEER OR PERMITTING AUTHORITY INSPECTOR.
2. BACKFILL MATERIAL MAY BE DEEMED SUITABLE BACKFILL BY ENGINEER, AND/OR PERMITTING AUTHORITY.
3. A MAXIMUM OF EIGHT (8) INCH LIFTS OF BACKFILL MATERIAL WILL BE ALLOWED. FOUR (4) INCHES OF CLEAN SAND SHALL BE PLACED ABOVE THE CONDUIT.
4. THE BOTTOM OF THE TRENCH SHALL BE LEVEL, FLAT, AND NOT HAVE ANY ROCK DEBRIS.
5. ANY ROCK DEBRIS, STUMP REMAINS, OR OTHER DEBRIS SHALL BE REMOVED AND COVERED TO CONTROL EROSION.
6. PLANTING OF SOD OR OAKS WILL BE PLANTED SEPT. 1 THROUGH NOV. 30. (COUNTRIES INCLUDED IN CORPUS CHRISTI DISTRICT: KARNES, GULF, BEE, REFUGIO, SAN PATRICIO, LIVE OAK, JIM WELLS, KLEBERG, NUECES, AND ARANSAS.)

SIDEWALK TRENCH RESTORATION TYPICAL



1. REMOVE ENTIRE SIDEWALK PANEL, JOINT TO JOINT.
2. EXPANSION BOARD SHALL BE PLACED ON ALL EXISTING CONCRETE EDGES.
3. FLOWABLE FILL MIX DESIGN SHALL BE PER PERMITTING AUTHORITY SPECIFICATIONS.
4. THE NEW CONCRETE SIDEWALK SHALL BE PLACED LEVEL AND FLAT TO MATCH EXISTING.
5. THE FINISH SHALL MATCH EXISTING SIDEWALK.
6. FOUR (4) INCHES OF CLEAN SAND SHALL BE PLACED OVER THE MULTICELL CONDUIT.
7. THE BOTTOM OF THE TRENCH SHALL BE LEVEL, FLAT, AND NOT HAVE ANY ROCK DEBRIS.
8. CONCRETE REINFORCEMENT SHALL BE PLACED AT THE BOTTOM OF THE TRENCH.
9. ALL FLOWABLE FILL AND CONCRETE SHALL BE VIBRATED USING A 2" DIAMETER VIBRATOR.
10. CONCRETE SIDEWALK THICKNESS SHALL MATCH EXISTING.

ASPHALT TRENCH RESTORATION TYPICAL



1. BITUMINOUS CONCRETE SURFACE SHALL BE PLACED TO A DEPTH EQUAL TO THE EXISTING SURFACE OR 2" MINIMUM. (COARSE SURFACE)
2. THE EXISTING SURFACE SHALL BE PLACED TO A DEPTH EQUAL TO THE EXISTING PAVEMENT OR 2" MINIMUM (GS)
3. THE TOP 2'-5" OF THE TRENCH BELOW PAVEMENT SHALL BE BACKFILLED WITH CRUSHER RUN.
4. ALL ROAD SURFACE EDGES SHALL BE SAWED IN A STRAIGHT LINE.
5. SS-1 TACK COAT WILL BE APPLIED AT THE RATE OF 0.1 GAL. PER SQ. YARD OVER THE CONCRETE BASE AND THE EDGES OF THE EXISTING ASPHALT.
6. ASPHALT SURFACE SHALL BE PLACED TO A DEPTH EQUAL TO THE EXISTING ASPHALT SURFACE. ALL JOINTS SHALL BE SEALED AFTER PAVING.
7. FOUR (4) INCHES OF CLEAN SAND SHALL BE PLACED OVER THE CONDUIT.
8. BOTTOM OF THE TRENCH SHALL BE LEVEL, A 3" SAND BEDDING WILL BE PLACED AS REQUIRED.
9. TYPICAL TRENCH WIDTH IS 12".



SITE NAME: BARRON LAKE SIX

SITE ADDRESS:
2656 WINDY HILL RD,
KITE, TX 78640

DATE: 12/04/2023

SCALE: 1" = 40'

REVISIONS

DATE	DESCRIPTION	BY
12/04/23	INITIAL SUBMITTAL	ACM

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL BE THE PROPERTY OF SAI/SAI AND SHALL BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.



4801 Southwest Parkway, Suite 200
Houston, Texas 77057
Phone: 512.447.0375 email: info@saibiz.com
Texas Firm Registration No. 10084500

PROJECT: 1023078031

BUR CONST TYP2

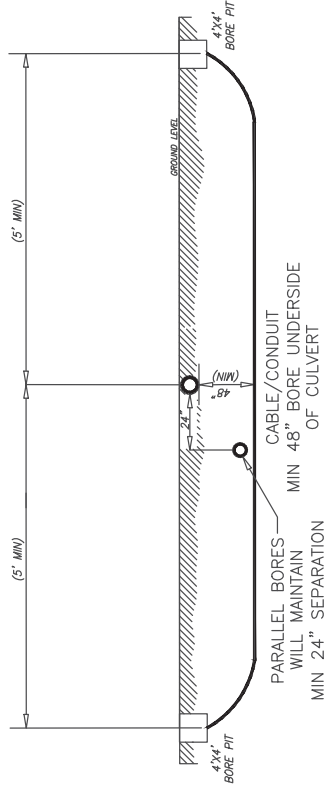
SHEET 17 OF 26



REVISIONS		
DATE	DESCRIPTION	BY
12/04/23	INITIAL SUBMITAL	AEM

SALE™
4801 Southwest Parkway, Building Two,
Suite 100 Austin, Texas, 78735
Ofc: 512.447.0575 email: info@asm.biz
Texas Firm Registration No. 10064300

TYPICAL CULVERT CROSSING BORE DETAIL



SITE NAME: BARRON LAKE_STX

SITE ADDRESS:
2656 WINDY HILL RD,
KYLE, TX 78640

DATE: 12/04/2023

SCALE: 1" = 40'

REVISIONS	
DATE	DESCRIPTION
12/04/23	INITIAL SUBMITTAL

BY	
DATE	DESCRIPTION
12/04/23	INITIAL SUBMITTAL

DESIGNER: MCI metro
CHECKED: MCI metro
PROJECT: 1023078031
SHEET: 20 OF 26



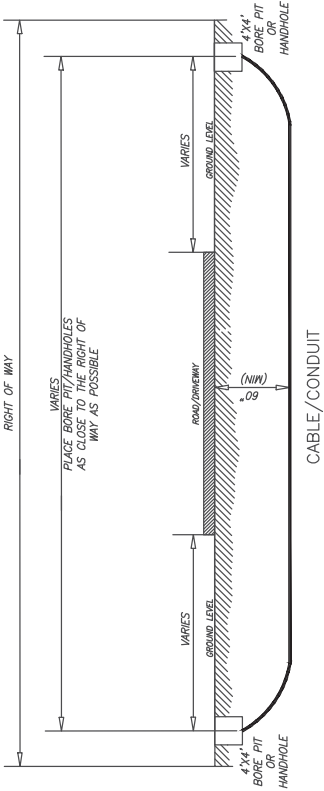
4801 Southwest Parkway, Building Two,
Suite 100 Austin, Texas, 78735
Cell: 512.452.2222
Fax: 512.452.2222
Toll Free: 1.800.452.2222

PROJECT: 1023078031

TYP CULV BORE DET

SHEET 20 OF 26

TYPICAL ROAD/DRIVEWAY CROSSING BORE DETAIL



CABLE/CONDUIT

CROSSING UNDER ROADS (1) 2" HDPE
CONDUITS WILL BE PLACED

CROSSING UNDER DRIVEWAYS (1)-2" HDPE
CONDUITS WILL BE PLACED



SITE NAME: BARRON LAKE STX
SITE ADDRESS:
2006 WINDY HILL RD,
KYLE, TX 78640
DATE: 12/04/2023
SCALE: 1" = 40'

REVISIONS		
DATE	DESCRIPTION	BY
12/04/23	INITIAL SUBMITTAL	ACM

DESIGN IS NOT BE GUARANTEED BY CONTRACT. THESE DRAWINGS AND SPECIFICATIONS ARE FOR INFORMATION ONLY. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL DATA AND CONDITIONS PRIOR TO CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL DATA AND CONDITIONS PRIOR TO CONSTRUCTION.



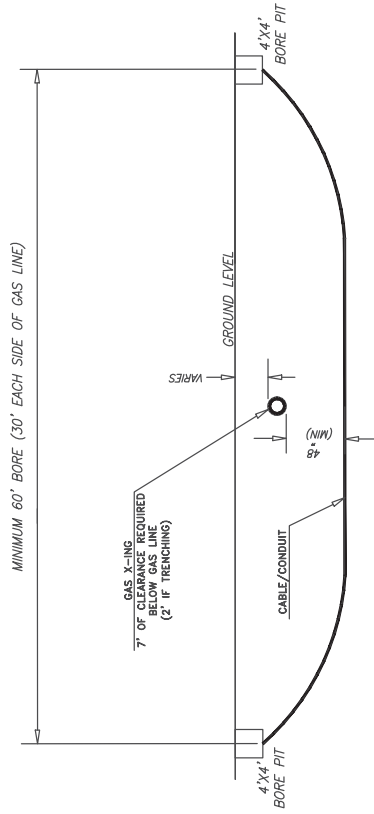
4000 S. Highway 170, Suite 100
Austin, Texas 78735
Office: 512.477.0575 email: info@saia.com
www: www.saia.com registration no. 1034350

PROJECT: 1023078031

TYP RD BORE DET

HAYS COUNTY, TX
BARRON_LAKE_STX

GAS PIPELINE CROSSING BORE DETAIL



SITE NAME: BARRON LAKE STX

SITE ADDRESS:
2685 WINDY HILL RD,
KILE, TX 78640

DATE: 12/04/2023

SCALE: 1" = 40'

REVISIONS

DATE DESCRIPTION BY

12/04/23 INITIAL SUBMITTAL JCM

NOTES:
1. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD PERSONNEL.
3. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD PERSONNEL.
4. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD PERSONNEL.
5. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD PERSONNEL.
6. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD PERSONNEL.
7. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD PERSONNEL.
8. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD PERSONNEL.
9. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD PERSONNEL.
10. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD PERSONNEL.



SAI
4801 Scenicview Parkway, Building 100,
Suite 100 Austin, Texas 78735
Office: 512.472.0575 email: info@sai.com
www.sai.com

PROJECT: 1023078031

TYP GAS BORE DETAIL

SHEET 22 OF 26



SCALE: 1" = 40'

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF MCI METRO BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSES WITHOUT THE SPECIFIC WRITTEN PERMISSION.



TYP TRACER WIRE

421 - HYDRAULIC CEMENT CONCRETE (with required SP 421---024)

SPECIFICATION REQUIREMENTS

1) The following will need to be shown on the plans or require a plan note:

A coarse aggregate magnesium sulfate soundness loss other than a maximum OF 18% (optional)

If a value less than 1.0% will be used for the maximum decantation for coarse aggregate (optional)

For all concrete subject to direct traffic if an acid insoluble value less than 60% will be used (optional)

If blending of fine aggregates to meet the acid insoluble requirement will not be allowed (optional)

If a sand equivalent of less than 80 will be used (optional)

For Class K concrete if fineness modulus values outside the range of 2.60 and 2.80 will be allowed (optional)

If mortar and grout will be used in the project (required)

Strength requirements for concrete Classes F, H, K, and HES if used (required)

Coarse aggregate grade for Class K and HES if used (required)

If the responsibility of the contractor is waived regarding furnishing and maintaining: (optional)

test molds

curing facilities

maturity meters if used,

wheelbarrow or other container acceptable for the sampling of concrete

strength-testing equipment in accordance with the controlling test (ie., compression machine or flexural beam breakers)

If the controlling strength test will not be compressive (optional)

If the contractor will not be responsible for the handling and transportation of test specimens and the cleaning of molds, if needed (optional)

When sulfate resistant concrete is required (required)

HAYS COUNTY plant/truck inspection/certification in lieu of NRMCA/professional engineer certification for NON-STRUCTURAL CONCRETE ONLY (optional)

To allow the use of volumetric mixers for structural concrete (optional)

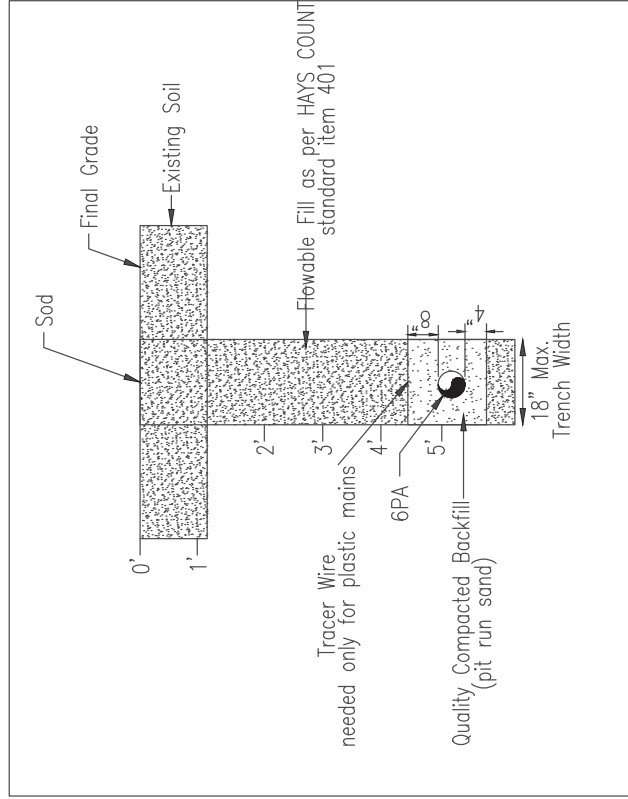
To designate the use of high performance concrete classes: C(HPC), F(HPC), H(HPC), and S(HPC) (required)

Designate an alternate strength over-design requirement other than what is in the specification only for Class K, non-structural concrete and Class C concrete not used for bridge class structures (optional)

Designate dosage rate of corrosion inhibiting admixture if used (required)

To waive air entrainment requirements for all concrete classes or individual concrete classes (already waived for Class B and drilled shaft concrete) (optional - refer to Bridge and Pavement Design Manuals)

To alter target air contents (currently set at 4.0% for pavements and 5.5% for structural concrete) (optional)



Trench Detail For Earth Excavation Only < 10' from Curb



SITE NAME: BARRON LAKE STX

SITE ADDRESS:
2806 MINUT HILL RD,
KYLE, TX 78640

DATE: 12/04/2023

SCALE: 1" = 40'

REVISIONS

DATE DESCRIPTION BY

12/04/23 INITIAL SUBMITTAL AJM

DESIGN & CONSTRUCTION PROVIDED BY CONTRACT. THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.

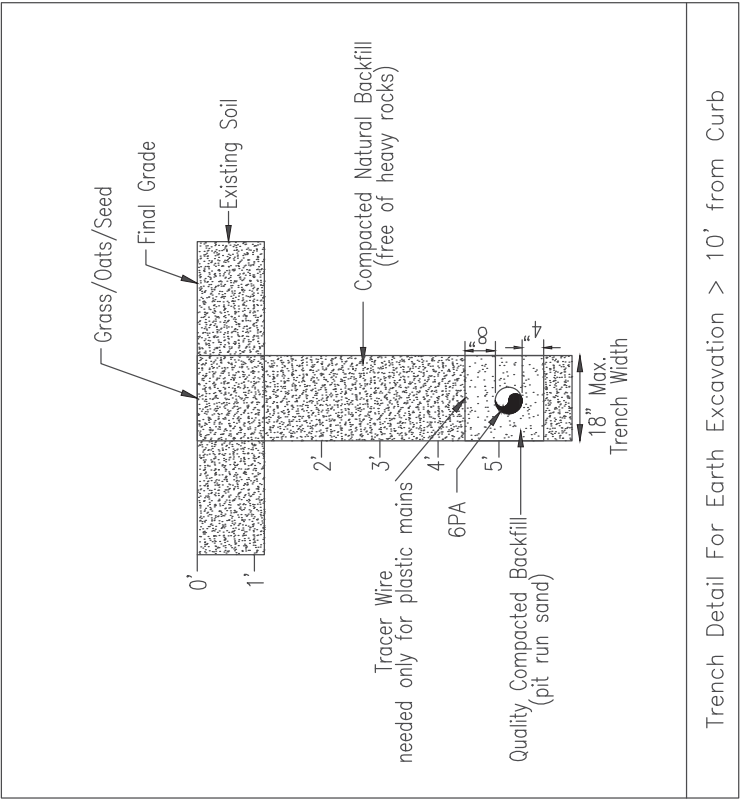


4055 Industrial Parkway, Suite 100
Austin, Texas 78755
Office: 512.447.0575 email: info@savi.biz
Texas Firm Registration No. 10344303

PROJECT: 1023078031

TRENCHDET2

SHEET 24 OF 26



Trench Detail For Earth Excavation > 10' from Curb



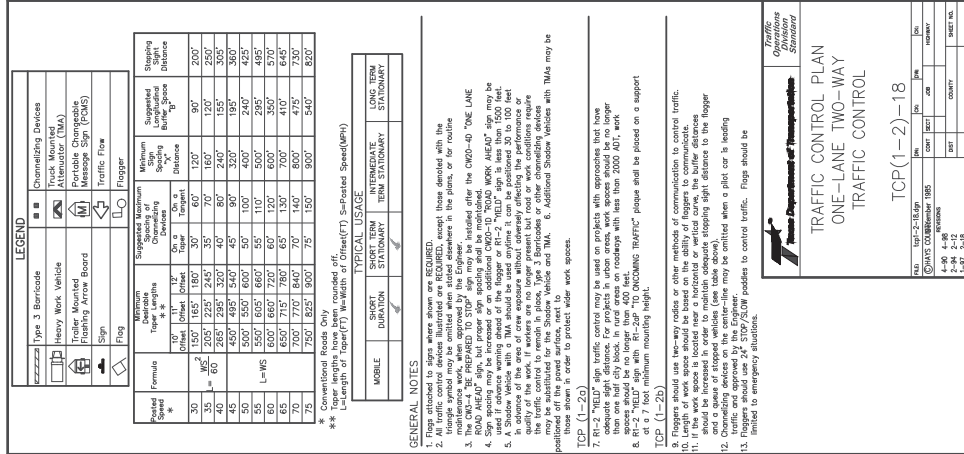
SITE NAME: BARRON LAKE STX
SITE ADDRESS:
2055 WINDY HILL RD,
KYLE, TX 78640
DATE: 12/04/2023
SCALE: 1" = 40'

REVISIONS	
DATE	DESCRIPTION
12/04/23	INITIAL SUBMITTAL

DESIGN: MCI METRO
CHECKED: MCI METRO
DATE: 12/04/23
BY: MCI METRO
PROJECT: 1025078031

S&M
4801 Southwest Parkway, Building 100,
Suite 100 Austin, Texas 78735
Office: 512.477.0575 email: info@sam.biz
www.sam-engineers.com 1025078031

PROJECT: 1025078031
TRENCHDET3
SHEET 25 OF 26











DATE: _____
FILE: _____

1. Flare attached to signs where shown are REQUIRED.
2. Traffic control devices shall be installed in accordance with the MUTCD except where noted otherwise for the purposes of this project.
3. All signs shall be illuminated at night.
4. All signs shall be illuminated at night.
5. All signs shall be illuminated at night.
6. All signs shall be illuminated at night.
7. All signs shall be illuminated at night.
8. All signs shall be illuminated at night.
9. All signs shall be illuminated at night.
10. All signs shall be illuminated at night.
11. All signs shall be illuminated at night.
12. All signs shall be illuminated at night.

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY

**Taper lengths have been rounded off.
1/10 length of Taper(ET) W=Width of Offset(ET) S=Dental Speed(MDU)

Printed Speed	Formula	Minimum Time *****	Suggested Minimum Time *****	Suggested Maximum Time *****	Minimum Upper Space Distance	Shipping Upper Space Distance	
30	$M = 2$	30	150	165	180	30'	60'
35		35	165	225	245	35'	70'
40		40	180	240	265	40'	80'
45		45	420	495	540	45'	90'
50		50	550	550	600	50'	100'
55	$M = 6$	55	600	660	660	55'	110'
60		60	660	660	720	60'	120'
65		65	650	715	780	65'	130'
70		70	700	700	750	70'	140'
75		75	750	750	800	75'	150'
80		80	800	800	850	80'	160'
85		85	850	850	900	85'	170'
90		90	900	900	950	90'	180'
95		95	950	950	1000	95'	190'
100		100	1000	1000	1050	100'	200'

Channelizing Devices	Truck Mounted Attenuator (TMA)	Portable Changeable Message Sign (PCMS)	Traffic Flow	Flagger
				
Type 3 Barricade	Heavy Work Vehicle	Trailer Mounted Flashing Arrow Board	Sign	Flag
				

7. RT-2 "HULL" sign traffic control can be used on projects with approaches that have a median or a shoulder wider than 40 ft.
8. RT-2 "HULL" sign traffic control can be used on projects with approaches that have a median or a shoulder wider than 40 ft and on roadways with more than 200 ADT, where the approach is not longer than 400 ft.
9. RT-2 "HULL" sign traffic control can be used on projects with approaches that have a median or a shoulder wider than 40 ft and on roadways with more than 200 ADT, where the approach is not longer than 400 ft and the approach is not longer than 200 ft.
10. RT-2 "HULL" sign traffic control can be used on projects with approaches that have a median or a shoulder wider than 40 ft and on roadways with more than 200 ADT, where the approach is not longer than 400 ft and the approach is not longer than 200 ft and the approach is not longer than 200 ft.
11. RT-2 "HULL" sign traffic control can be used on projects with approaches that have a median or a shoulder wider than 40 ft and on roadways with more than 200 ADT, where the approach is not longer than 400 ft and the approach is not longer than 200 ft and the approach is not longer than 200 ft.
12. RT-2 "HULL" sign traffic control can be used on projects with approaches that have a median or a shoulder wider than 40 ft and on roadways with more than 200 ADT, where the approach is not longer than 400 ft and the approach is not longer than 200 ft and the approach is not longer than 200 ft.

TCP (1-26)

9. Flagger should use two-way radios or other methods of communication to control traffic.
10. Flagger should be backed up by daily loggers and other personnel.
11. If the work zone is located in a congested area, the buffer distance should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Communicating devices on the center-line may be omitted when a pilot car is leading traffic and approved by the engineer.
13. Flagger should be equipped with a two-way radio, a STOP/GO paddle to control traffic. Paddle should be limited to emergency situations.

[illegible]

ONE LANE TWO-WAY

ONE LANE TWO-WAY

CONTROL WITH YIELD SIGNS
(less than 2000 ADT - See note 7)



Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after .

Utility Company Information:

Name: City Of Buda
Address: 405 E Loop st Buda TX
Phone:
Contact Name: Estefania Grimaldo

Engineer / Contractor Information:

Name:
Address: TX
Phone:
Contact Name:

Hays County Information:

Utility Permit Number: TRN-2023-6981-UTL
Type of Utility Service:
Project Description:
Road Name(s): Main st, Firecracker RD, OLD SAN ANTONIO RD, , , , ,
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

The above-mentioned permit was approved in Hays County Commissioners Court on .

A handwritten signature in black ink, appearing to read "Mark B. Bell".

12/28/2023

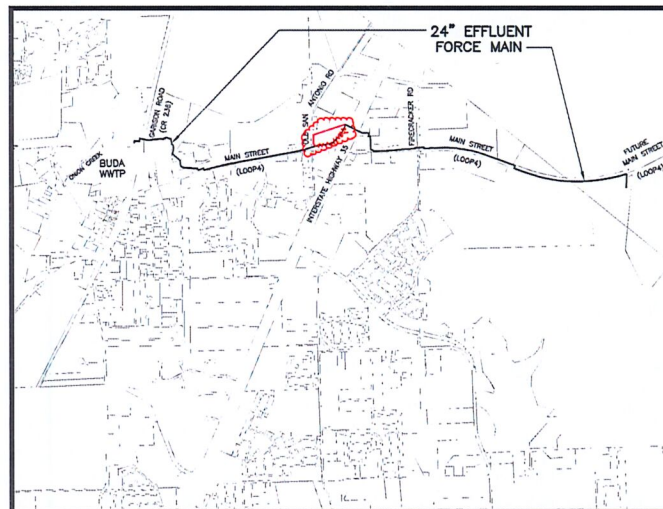
Signature

Title

Date

CITY OF BUDA, TEXAS

24" EFFLUENT FORCE MAIN



VICINITY MAP
NTS

AECOM AECOM TECHNICAL SERVICES INC.
9400 AMBERGLEN BOULEVARD
AUSTIN, TEXAS 78729
WWW.AECOM.COM
TBP# REG. NO. F-3580

OFFICE (512) 454-4797 FAX (512) 454-8807
JULY 2019 JOB No. 60323427

SUBMITTED FOR APPROVAL BY:

SHELBY G. ECKOLS, P.E.
SENIOR VICE PRESIDENT
AECOM



DATE

MARTIN RUMBAUGH, P.E., B.C.E.E.
SENIOR PROJECT MANAGER
AECOM



DATE

RECOMMENDED FOR APPROVAL BY:

JOHN NETT, P.E.
CITY ENGINEER
CITY OF BUDA, TEXAS

DATE

WARNING
0 1/2 1
IF THIS BAR DOES NOT
MEASURE 1" THEN
DRAWING IS NOT TO SCALE

Dep. No. G-1

1			
2			
3			
4			
5			
NO.	DATE	PROVISION	APPROV.
CITY OF BUDA, TEXAS WWTP EFFLUENT FORCE MAIN			
COVER SHEET			
AECOM AECOM TECHNICAL SERVICES INC. 9400 AMBERGLEN BLVD. AUSTIN, TEXAS 78729 WWW.AECOM.COM TBP# REG. NO. F-3580			
Unit	AUSTIN WATER	Scale	NTS
Design	EM	Checked	WR
Drawn	JW	Approved	SCZ
Date	NOVEMBER 2019	Project No.	60323427
		Sheet	of

DRAWING No DESCRIPTION

G-01 COVER SHEET
G-02 SHEET INDEX
G-03 GENERAL NOTES SHEET 1 OF 2
G-04 GENERAL NOTES SHEET 2 OF 2
G-05 STANDARD LEGEND AND TYPICAL ABBREVIATIONS
G-06 EROSION / SEDIMENTATION CONTROL DETAILS AND NOTES SHEET 1 OF 2
G-07 EROSION / SEDIMENTATION CONTROL DETAILS AND NOTES SHEET 2 OF 2
G-08 TREE PROTECTION ENVIRONMENTAL DETAIL AND NOTES
G-09 OVERALL KEYMAP SHEET 1 OF 2
G-10 OVERALL KEYMAP SHEET 2 OF 2

C-00 OVERALL KEYMAP
C-01 24" EFFLUENT FORCE MAIN LINE A STA 1+00 TO STA 11+00
C-02 24" EFFLUENT FORCE MAIN LINE A STA 11+00 TO STA 21+00
C-03A 24" EFFLUENT FORCE MAIN LINE A STA 21+00 TO STA 29+35
C-05 24" EFFLUENT FORCE MAIN LINE B STA 1+00 TO STA 11+00
C-06 24" EFFLUENT FORCE MAIN LINE B STA 11+00 TO STA 21+00
C-07 24" EFFLUENT FORCE MAIN LINE B STA 21+00 TO STA 31+00
C-08 24" EFFLUENT FORCE MAIN LINE B STA 31+00 TO STA 40+00
C-09 24" EFFLUENT FORCE MAIN LINE B STA 40+00 TO STA 45+40
C-10 24" EFFLUENT FORCE MAIN LINE C STA 1+00 TO STA 9+00
C-11 24" EFFLUENT FORCE MAIN LINE C STA 9+00 TO STA 20+00
C-12 24" EFFLUENT FORCE MAIN LINE C STA 20+00 TO STA 31+00
C-13 24" EFFLUENT FORCE MAIN LINE C STA 31+00 TO STA 42+00
C-14 24" EFFLUENT FORCE MAIN LINE C STA 42+00 TO STA 53+00
C-15 24" EFFLUENT FORCE MAIN LINE C STA 53+00 TO STA 59+64
C-16 24" EFFLUENT FORCE MAIN LINE D STA 12+00 TO STA 12+00
C-17 24" EFFLUENT FORCE MAIN LINE D STA 12+00 TO STA 23+00
C-18 24" EFFLUENT FORCE MAIN LINE D STA 23+00 TO STA 33+00
C-19 24" EFFLUENT FORCE MAIN LINE D STA 33+00 TO STA 44+00
C-20 24" EFFLUENT FORCE MAIN LINE D STA 44+00 TO OUTFALL

S-01 OVERALL SURVEY AND EASEMENTS SHEET 1 OF 2
S-02 OVERALL SURVEY AND EASEMENTS SHEET 2 OF 2
S-03 PROPOSED 24" EFFLUENT FORCE MAIN ALIGNMENT SURVEY AND EASEMENTS STA 1+00 TO STA 33+50
S-04 PROPOSED 24" EFFLUENT FORCE MAIN ALIGNMENT SURVEY AND EASEMENTS STA 33+50 TO STA 26+00
S-05 PROPOSED 24" EFFLUENT FORCE MAIN ALIGNMENT SURVEY AND EASEMENTS STA 26+00 TO STA 43+00
S-06 PROPOSED 24" EFFLUENT FORCE MAIN ALIGNMENT SURVEY AND EASEMENTS STA 43+00 TO STA 12+00
S-07 PROPOSED 24" EFFLUENT FORCE MAIN ALIGNMENT SURVEY AND EASEMENTS STA 12+00 TO STA 48+00
S-08 PROPOSED 24" EFFLUENT FORCE MAIN ALIGNMENT SURVEY AND EASEMENTS STA 48+00 TO STA 25+00
S-09 PROPOSED 24" EFFLUENT FORCE MAIN ALIGNMENT SURVEY AND EASEMENTS STA 25+00 TO FORCE MAIN OUTFALL
S-10 FORCE MAIN DISCHARGE EASEMENTS WEST OF H-35
S-11 FORCE MAIN DISCHARGE EASEMENTS EAST OF H-35 - SHT 1 OF 2
S-12 FORCE MAIN DISCHARGE EASEMENTS EAST OF H-35 - SHT 2 OF 2
S-13 FORCE MAIN DISCHARGE EASEMENT SURVEY OVERALL LAYOUT
S-14 FORCE MAIN DISCHARGE EASEMENT ENLARGED OVERALL LAYOUT
S-15 FORCE MAIN DISCHARGE EASEMENT RECORDED DOCUMENTS 2428 PARTNERS - SHT 1
S-16 FORCE MAIN DISCHARGE EASEMENT RECORDED DOCUMENTS 2428 PARTNERS - SHT 2
S-17 FORCE MAIN DISCHARGE EASEMENT RECORDED DOCUMENTS 2428 PARTNERS - SHT 3
S-18 FORCE MAIN DISCHARGE EASEMENT RECORDED DOCUMENTS 2428 PARTNERS - SHT 4
S-19 FORCE MAIN DISCHARGE EASEMENT RECORDED DOCUMENTS 2428 PARTNERS - SHT 5
S-20 FORCE MAIN DISCHARGE EASEMENT RECORDED DOCUMENTS 2428 PARTNERS - SHT 6
S-21 FORCE MAIN DISCHARGE EASEMENT RECORDED DOCUMENTS ASM OPTION - SHT 1
S-22 FORCE MAIN DISCHARGE EASEMENT RECORDED DOCUMENTS ASM OPTION - SHT 2
S-23 FORCE MAIN DISCHARGE EASEMENT RECORDED DOCUMENTS ASM OPTION - SHT 3
S-24 FORCE MAIN DISCHARGE EASEMENT RECORDED DOCUMENTS ASM OPTION - SHT 4
S-25 FORCE MAIN DISCHARGE EASEMENT RECORDED DOCUMENTS ASM OPTION - SHT 5

SC-1 STANDARD CIVIL DETAILS SHEET 1
SC-2 STANDARD CIVIL DETAILS SHEET 2
SC-3 STANDARD CIVIL DETAILS SHEET 3
SC-4 STANDARD CIVIL DETAILS SHEET 4
SC-5 STANDARD CIVIL DETAILS SHEET 5
SC-6 STANDARD CIVIL DETAILS SHEET 6
SC-7 STANDARD CIVIL DETAILS SHEET 7

SP-1 SPECIFIC CIVIL DETAILS FOR SHEETS C07 - C09 SHEET 1 OF 4
SP-2 SPECIFIC CIVIL DETAILS FOR SHEETS C07 - C09 SHEET 2 OF 4
SP-3 SPECIFIC CIVIL DETAILS FOR SHEETS C07 - C09 SHEET 3 OF 4
SP-4 SPECIFIC CIVIL DETAILS FOR SHEETS C07 - C09 SHEET 4 OF 4

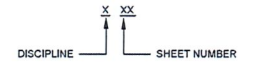
DRAWING No DESCRIPTION

TC-01 TRAFFIC CONTROL SHEET 1 OF 2
TC-02 TRAFFIC CONTROL SHEET 2 OF 2

STC-01 STANDARD DETAILS SHEET 1
STC-02 STANDARD DETAILS SHEET 2
STC-03 STANDARD DETAILS SHEET 3
STC-04 STANDARD DETAILS SHEET 4
STC-05 STANDARD DETAILS SHEET 5
STC-06 STANDARD DETAILS SHEET 6
STC-07 STANDARD DETAILS SHEET 7
STC-08 STANDARD DETAILS SHEET 8
STC-09 STANDARD DETAILS SHEET 9
STC-10 STANDARD DETAILS SHEET 10

R-01 OVERALL ELECTRICAL PLAN REFERENCE DRAWING
R-02 EXISTING DUCT BANKS REFERENCE DRAWING (SHEET 1 OF 2)
R-03 EXISTING DUCT BANKS REFERENCE DRAWING (SHEET 2 OF 2)
R-04 AREA "C" ELECTRICAL BUILDING REFERENCE DRAWING
R-05 EXISTING WATER LINE REFERENCE DRAWING (SHEET 1 OF 2)
R-06 EXISTING WATER LINE REFERENCE DRAWING (SHEET 2 OF 2)
R-07 OVERALL LAYOUT REFERENCE DRAWING (SHEET 1 OF 2)
R-08 OVERALL LAYOUT REFERENCE DRAWING (SHEET 2 OF 2)
R-09 STORM SEWER PLAN & PROFILE REFERENCE DRAWING
R-10 STORM SEWER PLAN & PROFILE REFERENCE DRAWING
R-11 STORM SEWER PLAN & PROFILE REFERENCE DRAWING
R-12 STORM SEWER LINE A LATERAL PROFILES REFERENCE DRAWING
R-13 STORM SEWER LINE C LATERAL PROFILES REFERENCE DRAWING
R-14 CULVERT # 1 PLAN AND PROFILE REFERENCE DRAWING
R-15 CULVERT # 2 PLAN AND PROFILE REFERENCE DRAWING
R-16 CULVERT # 2 PLAN AND PROFILE REFERENCE DRAWING
R-17 RELOCATION OF EXISTING 8-INCH WATER LINE REFERENCE DRAWING
R-18 RELOCATION OF EXISTING 8-INCH WATER LINE REFERENCE DRAWING
R-19 RELOCATION OF EXISTING 8-INCH WATER LINE REFERENCE DRAWING
R-20 PROPOSED WASTEWATER LINE PLAN & PROFILE REFERENCE DRAWING
R-21 PROPOSED WASTEWATER LINE PLAN & PROFILE REFERENCE DRAWING
R-22 DORSETT STATION SITE PLAN REFERENCE DRAWING
R-23 UTILITY LINE REFERENCE DRAWING
R-24 MAINLINE H 35 PLAN & PROFILE REFERENCE DRAWING
R-25 H 35 SBFR PLAN & PROFILE REFERENCE DRAWING
R-26 H 35 SBFR PLAN & PROFILE REFERENCE DRAWING
R-27 H 35 AT MAN STREET DRAINAGE PLAN REFERENCE DRAWING
R-28 H 35 AT MAN STREET RETAINING WALL 3 REFERENCE DRAWING
R-29 H 35 AT MAN STREET EXISTING SIGN LAYOUT REFERENCE DRAWING
R-30 H 35 AT MAN STREET PROPOSED SIGN LAYOUT REFERENCE DRAWING
R-31 MASTER WATER AND WASTEWATER PLAN REFERENCE DRAWING
R-32 WATER LINE PROFILE STA 10+00 TO 18+00 REFERENCE DRAWING
R-33 WATER LINE PROFILE STA 18+00 TO 23+83.60 REFERENCE DRAWING
R-34 WASTEWATER LINE A & B PROFILE REFERENCE DRAWING
R-35 PROJECT OVERALL MAP AND ES CONTROL PLAN REFERENCE DRAWING
R-36 WATERLINE "B" PLAN AND PROFILE REFERENCE DRAWING
R-37 WATERLINE "B" PLAN AND PROFILE REFERENCE DRAWING
R-38 WATERLINE "B" PLAN AND PROFILE REFERENCE DRAWING
R-39 OVERALL EASEMENT MAP REFERENCE DRAWING
R-40 WATERLINE PLAN AND PROFILE REFERENCE DRAWING
R-41 PROPOSED 24" EFFLUENT FM PLAN & PROFILE REFERENCE DRAWING (SHEET 2 OF 5)
R-42 PROPOSED 24" EFFLUENT FM PLAN & PROFILE REFERENCE DRAWING (SHEET 3 OF 5)
R-43 PROPOSED 24" EFFLUENT FM PLAN & PROFILE REFERENCE DRAWING (SHEET 4 OF 5)
R-44 PROPOSED 24" EFFLUENT FM DETAILS REFERENCE DRAWING (SHEET 5 OF 5)

DRAWING NUMBER CONVENTION



DISCIPLINE

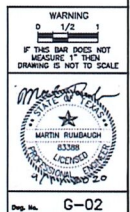
G GENERAL
C CIVIL
S SURVEY
TC TRAFFIC CONTROL
SC STANDARD CIVIL DETAILS
STC STANDARD TRAFFIC CONTROL DETAILS
R REFERENCE DRAWINGS

PIPE MATERIAL

EFFLUENT FORCE MAIN - 24" DIAMETER, DR18 PVC, C905 WITH MECHANICALLY RESTRAINED JOINTS, UNLESS NOTED OTHERWISE ON PLANS.

CARV SCHEDULE			
CARV No.	SEGMENT STATION	SIZE	MODEL
1	A9+60	3"	ARI D-26, 2 ORIFICES WITH NON-SLAM (NS) DISCHARGE THROTTLING ATTACHMENT
2	A33+81	3"	ARI D-26, 2 ORIFICES WITH NON-SLAM (NS) DISCHARGE THROTTLING ATTACHMENT
3	B18+20	3"	ARI D-26, 2 ORIFICES WITH NON-SLAM (NS) DISCHARGE THROTTLING ATTACHMENT
4	B29+47	3"	ARI D-26, 2 ORIFICES WITH NON-SLAM (NS) DISCHARGE THROTTLING ATTACHMENT
5	C1+10	3"	ARI D-26, 2 ORIFICES WITH NON-SLAM (NS) DISCHARGE THROTTLING ATTACHMENT
6	C25+10	3"	ARI D-26, 2 ORIFICES WITH NON-SLAM (NS) DISCHARGE THROTTLING ATTACHMENT
7	D4+97	4"	ARI D-26, 2 ORIFICES WITH NON-SLAM (NS) DISCHARGE THROTTLING ATTACHMENT

* INSTALL DUAL AIR VALVES (2 - 4" CARV)



4			
3			
2			
1			
NO.	DATE	REVISION	APPROV.
CITY OF BUDA, TEXAS WWTP EFFLUENT FORCE MAIN			
SHEET INDEX			
AECOM AECOM TECHNICAL SERVICES INC. 9400 AMBERGLEN BLVD. AUSTIN, TEXAS 78729 WWW.AECOM.COM TBPB REG. NO. F-3580			
DATE	AUSTIN WATER	Scale	DATE
DESIGNED	ENH	CHECKED	MR
DRAWN	AT	APPROVED	SEC
Project No. 60323427		Sheet	

GENERAL CONSTRUCTION NOTES

1. CONTRACTOR SHALL CALL THE ONE CALL CENTER (1-800-245-4545 OR 1-800-545-6005) OR DIG TESS (1-800-344-8377) FOR UTILITY LOCATIONS PRIOR TO ANY WORK IN CITY EASEMENTS OR STREET R.O.W.
2. CONTRACTOR SHALL NOTIFY THE DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION (DPWT) AT 312-2676 AT LEAST 24 HOURS PRIOR TO THE INSTALLATION OF ANY DRAINAGE FACILITY WITHIN A DRAINAGE EASEMENT OR STREET R.O.W. THE METHOD OF PLACEMENT AND COMPACTION OF BACKFILL IN THE CITY'S R.O.W. MUST BE APPROVED PRIOR TO THE START OF BACKFILL OPERATIONS.
3. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE CITY OF AUSTIN STANDARD SPECIFICATIONS ITEM NO. 509 AND APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA). COPIES OF OSHA STANDARDS MAY BE PURCHASED FROM THE U.S. GOVERNMENT PRINTING OFFICE. INFORMATION AND RELATED REFERENCE MATERIALS MAY BE PURCHASED FORM OSHA, 611 E. 6TH STREET, AUSTIN, TEXAS.
4. DEVELOPER INFORMATION:
OWNER: CITY OF BUDA ADDRESS: BUDA, TX 78610
405 E. LOOP ST. BLDG 100
PRIMARY CONTACT: PHONE:
NAME: PHONE:
OWNER'S REPRESENTATIVE RESPONSIBLE FOR PLAN ALTERATIONS.
NAME: (CONTRACTOR) PHONE:
PERSON OR FIRM RESPONSIBLE FOR EROSION/SEDIMENTATION CONTROL MAINTENANCE.
NAME: (CONTRACTOR) PHONE:
PERSON OR FIRM RESPONSIBLE FOR EROSION/SEDIMENTATION CONTROL MAINTENANCE.

COMPATIBILITY

1. HIGHLY REFLECTIVE MATERIALS WILL NOT BE USED. MATERIALS MAY NOT EXCEED 20% REFLECTIVITY. THIS REQUIREMENT SHALL NOT APPLY TO SOLAR PANELS OR TO COPPER OR PAINTED METAL ROOFS.
2. THE NOISE LEVEL OF MECHANICAL EQUIPMENT WILL NOT EXCEED 20% DBA AT THE PROPERTY LINE ADJACENT TO RESIDENTIAL USES.
3. ALL EXTERIOR LIGHTING SHALL BE HOODED TO SHIELD FROM THE VIEW OF ADJACENT RESIDENTIAL USES.
4. EXTERIOR LIGHTING ABOVE THE SECOND FLOOR IS PROHIBITED WHEN ADJACENT TO RESIDENTIAL PROPERTY.
5. ALL DUMPSTERS AND ANY PERMANENTLY PLACED REFUSE RECEPTACLES WILL BE LOCATED AT A MINIMUM OF TWENTY (20) FEET FROM A PROPERTY USED OR ZONED AS SF-5 OR MORE RESTRICTIVE.

GENERAL NOTES

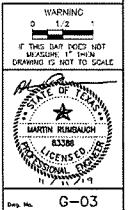
1. CONTRACTOR TO TAKE ALL DUE PRECAUTIONS TO PROTECT EXISTING FACILITIES FROM DAMAGE. ANY DAMAGE TO EXISTING FACILITIES INCURRED AS A RESULT OF THESE CONSTRUCTION OPERATIONS TO BE REPAIRED IMMEDIATELY BY THE CONTRACTOR, AT NO ADDITIONAL COST TO OWNER.
2. CONTRACTOR TO GIVE NOTICE TO ALL AUTHORIZED DEPARTMENTS, INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK.
3. CONTRACTOR TO ASSURE MINIMUM CONSTRUCTION DISTURBANCES HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF WORK. REQUIRED PERMITS THAT CAN ONLY BE ISSUED TO CONTRACTOR TO BE OBTAINED AT HIS EXPENSE.
4. CONTRACTOR TO COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS REGARDING EXCESS AND WASTE MATERIAL, INCLUDING METHODS OF HANDLING AND DISPOSAL.
5. CONTRACTOR TO COORDINATE INTERRUPTIONS OF ALL UTILITIES AND SERVICES. ALL WORK TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY COMPANY OR AGENCY INVOLVED.
6. INTERRUPTION OF WASTEWATER FLOWS THROUGH EXISTING CONVEYANCE FACILITIES IS NOT PERMITTED WITHOUT PRIOR WRITTEN APPROVAL. SUBMIT TO ENGINEER CONSTRUCTION PLAN WHICH DETAILS SCHEDULE AND TECHNIQUES TO BE USED FOR REVIEW PRIOR TO ANY CONNECTIONS TO EXISTING PIPES OR STRUCTURES. PARTIAL INTERRUPTION OF FLOWS IS TO BE SCHEDULED DURING LOW FLOW PERIODS FOR AS SHORT A DURATION AS PRACTICAL. MAKE PROVISIONS FOR ACCOMMODATING PEAK FLOWS WHICH MAY OCCUR DURING CONSTRUCTION OPERATIONS. ENGINEER TO BE NOTIFIED WHEN ANY INTERRUPTIONS ARE TO BE MADE.
7. THE LOCATION OF SOME EXISTING UTILITIES SHOWN ON PLANS WAS COMPILED FROM RECORD INFORMATION. NO WARRANTY IS IMPLIED AS TO THE ACTUAL LOCATION.
8. WHEN UNLOCATED OR INCORRECTLY LOCATED UNDERGROUND PIPING, OR A BREAK LOCATED IN THE LINE, OR OTHER UTILITIES AND SERVICES ARE ENCOUNTERED DURING SITE WORK OPERATIONS, NOTIFY THE APPLICABLE UTILITY COMPANY IMMEDIATELY TO OBTAIN PROCEDURE DIRECTIONS. COOPERATE WITH THE APPLICABLE UTILITY COMPANY IN MAINTAINING ACTIVE SERVICES IN OPERATION.
9. CONTRACTOR TO LOCATE, PROTECT, AND MAINTAIN BENCHMARKS, MONUMENTS, CONTROL POINTS, AND PROJECT ENGINEERING REFERENCE POINTS. RE-ESTABLISH DISTURBED OR DESTROYED ITEMS BY REGISTERED PUBLIC SURVEYOR IN THE STATE OF TEXAS, AT NO ADDITIONAL COST TO OWNER.
10. CONTRACTOR TO CONTROL DUST CAUSED BY THE WORK AND COMPLY WITH POLLUTION CONTROL REGULATIONS OF GOVERNING AUTHORITIES. (NO SEPARATE PAY.)
11. THROUGHOUT THE CONSTRUCTION, AND AT THE COMPLETION OF CONSTRUCTION, THE CONTRACTOR TO ENSURE THAT DRAINAGE OF STORM WATER RUNOFF IS NOT BLOCKED. DO NOT BLOCK DRAINAGE FROM ADJACENT AREAS NOR ADD FLOW TO ADJACENT AREAS.
12. THESE PLANS, PREPARED BY AECOM, DO NOT EXTEND TO OR INCLUDE DESIGN OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL OF AECOM'S REGISTERED PROFESSIONAL ENGINEER(S) HEREON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEMS THAT MAY NOW OR HEREAFTER BE INCORPORATED INTO THESE PLANS. THE CONSTRUCTION CONTRACTOR TO PREPARE OR OBTAIN THE APPROPRIATE SAFETY SYSTEMS, INCLUDING THE PLANS AND SPECIFICATIONS REQUIRED BY HOUSE BILLS 662 AND 665 ENACTED BY THE TEXAS LEGISLATURE IN THE 70TH LEGISLATURE - REGULAR SESSION.
13. NO BLASTING ALLOWED ON THIS PROJECT.
14. NO BURNING IS ALLOWED ON THIS PROJECT.
15. REFER TO OVERALL PROJECT LAYOUT FOR LOCATION OF TEMPORARY BENCHMARKS.
16. DEMOLITION PERMITS (IF NEEDED) ARE TO BE OBTAINED BY THE CONTRACTOR.
17. ADJUST MANHOLE COVERS, VALVE BOXES, ELECTRICAL MANHOLES, ETC. TO MATCH PROPOSED FINISHED GRADE. (NO SEPARATE PAY.)
18. ALL EXCESS EXCAVATED MATERIAL AND SOIL TO BECOME PROPERTY OF CONTRACTOR AND TO BE REMOVED FROM SITE. (NO SEPARATE PAY.)
19. ALL ABANDONED UTILITIES REMOVED TO FACILITATE CONSTRUCTION TO BECOME PROPERTY OF CONTRACTOR AND TO BE REMOVED FROM SITE. (NO SEPARATE PAY.)
20. THE ATTENTION OF ALL PROSPECTIVE BIDDERS IS DIRECTED TO SECTION 00140 - PARAGRAPHS 2.09, 3.09, AND 3.14, OF THE GENERAL CONDITIONS OF THE AGREEMENT, CITY OF AUSTIN STANDARD SPECIFICATIONS, AND TO THE STATE LAW, MEXRON'S ANNOTATED TEXAS STATUTES, ARTICLE 1436 (C)1 AND THE NEED FOR EFFECTIVE PRECAUTIONARY MEASURES WHEN OPERATING IN THE VICINITY OF ELECTRICAL LINES. IF THE CONTRACTOR CHOOSES TO USE EQUIPMENT WITH THE POTENTIAL OF COMING WITHIN THE DISTANCES PROSCROBED BY STATUTE, THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF THE WORK WITH THE APPROPRIATE ELECTRIC UTILITY/ COMPANY. ALL COSTS ASSOCIATED WITH THIS EFFORT ARE TO BE BORNE BY CONTRACTOR.
21. ALL SITEWORK MUST COMPLY WITH ENVIRONMENTAL REQUIREMENTS.
22. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 5 FEET BETWEEN THE EDGE OF AN OPEN TRENCH AND ANY UTILITY POLE. IN THE EVENT THE 5 FEET MINIMUM SEPARATION CAN NOT BE MAINTAINED, THE CONTRACTOR SHALL NOTIFY THE UTILITY OWNER FOR NECESSARY POLE STABILIZATION REQUIREMENTS.
23. CONTRACTOR SHALL KEEP ALL STREETS FREE OF MUD AND DEBRIS. CONTRACTOR SHALL WASH DOWN STREETS AS NECESSARY TO REMOVE DIRT AND DEBRIS. ALL ASSOCIATED COSTS ARE SUBSIDIARY TO THE PROJECT.
24. CONTRACTOR SHALL USE RUBBER TREAD EQUIPMENT IN ALL NEIGHBORHOODS TO LIMIT DAMAGE TO STREETS. CONTRACTOR SHALL BE RESPONSIBLE TO RETURN ALL STREETS USED OR DISTURBED DURING CONSTRUCTION TO EQUAL OR BETTER CONDITION UPON COMPLETION OF THE PROJECT. ALL ASSOCIATED COSTS ARE SUBSIDIARY TO THE PROJECT.
25. CONTRACTOR SHALL PROVIDE DIFFUSERS ON ALL EQUIPMENT EXHAUST TO MINIMIZE HEAT DAMAGE TO TREE LIMBS. ANY DAMAGE TO TREES SHALL BE TRIMMED AND REPAIRED IMMEDIATELY WITH COORDINATION FROM THE CITY ARBORIST AND PROPERTY OWNER. ALL ASSOCIATED COSTS ARE SUBSIDIARY TO THE PROJECT.
26. CONTRACTOR SHALL PLACE CP PROJECT SIGNS AT EACH END OF EACH WORK ZONE IN ACCORDANCE WITH ITEM 8025 OF THE PROJECT MANUAL.

STANDARD CONSTRUCTION NOTES

1. THE CITY STANDARD CONSTRUCTION SPECIFICATIONS CURRENT AT THE TIME OF BIDDING SHALL COVER MATERIALS AND METHODS USED TO DO THIS WORK.
2. CONTRACTOR MUST OBTAIN A STREET CUT PERMIT FROM CITY OF BUDA, RIGHT OF WAY MANAGEMENT DIVISION BEFORE BEGINNING CONSTRUCTION WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR ALLEY.
3. AT LEAST 48 HOURS BEFORE BEGINNING ANY WATER AND WASTEWATER CONSTRUCTION IN PUBLIC R.O.W. OR PUBLIC EASEMENT, THE CONTRACTOR SHALL NOTIFY CITY OF BUDA INSPECTIONS AT THE NUMBER INDICATED ON THE PLANS.
4. THE CONTRACTOR SHALL CONTACT THE AUSTIN AREA "ONE CALL" SYSTEM AT 1-800-344-8377 FOR EXISTING UTILITY LOCATIONS PRIOR TO ANY EXCAVATION IN ADVANCE OF CONSTRUCTION. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UTILITIES TO BE EXTENDED, TIED TO, OR ALTERED, OR SUBJECT TO MANDATORY CLOSURE BY THE CONSTRUCTION OPERATIONS. THE CITY OF BUDA WATER AND WASTEWATER MAINTENANCE RESPONSIBILITY ENDS AT R.O.W./EASEMENT LINES.
5. NO OTHER UTILITY SERVICE/APPROPRIATENESS SHALL BE PLACED NEAR THE PROPERTY LINE, OR OTHER ASSIGNED LOCATION DESIGNATED FOR WATER AND WASTEWATER UTILITY SERVICE THAT WOULD INTERFERE WITH THE WATER AND WASTEWATER SERVICES.
6. THE CITY SPECIFICATION ITEM 509S WILL BE REQUIRED AS A MINIMUM TRENCH SAFETY MEASURE.
7. ALL MATERIALS TESTS ORDERED BY THE OWNER FOR QUALITY ASSURANCE PURPOSES, SHALL BE CONDUCTED BY AN INDEPENDENT LABORATORY AND FUNDED BY THE OWNER.
8. THRUST RESTRAINT SHALL BE IN ACCORDANCE WITH CITY STANDARD SPECIFICATION ITEM 510.X(22) AND SPL WW 27-A AND WW 27-F.
9. WATER LINE TESTING AND STERILIZATION SHALL BE PERFORMED IN ACCORDANCE WITH CITY STANDARD SPECIFICATION ITEMS 510.3 (27)-(29). FORCE MAIN PRESSURE TESTING SHALL BE CONDUCTED AND FALL UNDER THE SPECIFICATIONS AS WATER LINES (PRESSURE PIPE) OR AT THE PRESSURES SHOWN ON THE APPROVED PLANS.
10. ALL MATERIAL USED ON THIS PROJECT MUST BE LISTED ON THE STANDARD PRODUCTS LISTING. ANY MATERIAL NOT LISTED HAS TO GO THROUGH THE REVIEW OF THE STANDARDS COMMITTEE FOR REVIEW AND APPROVAL PRIOR TO START OF PROJECT. TESTING AND EVALUATION OF PRODUCTS ARE REQUIRED BEFORE APPROVAL WILL BE GIVEN ANY CONSIDERATION.
11. WHEN WATER SERVICES ARE DAMAGED AND THE SERVICE MATERIAL IS PE, THE LINE SHALL BE REPAIRED ONLY BY HEAT FUSION WELD OR REPLACED THE FULL LENGTH WITH TYPE K COPPER MATERIAL. ANY TIME PB IS DAMAGED OR TAMPERED WITH IN ANY WAY, THE SERVICE LINE SHALL BE REPLACED FULL LENGTH WITH TYPE K COPPER MATERIAL. NOTE: FULL LENGTH IS FROM CORPORATION STOP TO METER.
12. WHEN AN EXISTING WATERLINE SHUT OUT IS NECESSARY AND POSSIBLE, THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION INSPECTOR WHO WILL THEN NOTIFY CITY OF BUDA AND THE AFFECTED CUSTOMERS A MINIMUM OF SEVENTY-TWO (72) HOURS IN ADVANCE.
13. THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION INSPECTOR SO THAT HE CAN NOTIFY THE CITY OF BUDA AT A MINIMUM OF 72 HOURS PRIOR TO RELOCATING ANY DOMESTIC OR FIRE DEMAND WATER METERS. THE CONTRACTOR SHALL CAREFULLY REMOVE ALL METERS AND METERS BOXES THAT ARE INDICATED TO BE RELOCATED OR SALVAGED. THE CONTRACTOR SHALL INSTALL THE REMOVED METER OR CITY PROVIDED METER AT THE NEW LOCATION INDICATED ON THE CONSTRUCTION PLANS.
14. WATER AND WASTE WATER SERVICES WILL NEED TO BE REPLACED UP TO THE MAIN. REPAIR COUPLINGS ARE NOT ALLOWED ON NEW INSTALLATIONS.
15. ALL MANHOLES IN UNPAVED AREAS PROVIDING DIRECT ACCESS TO A WASTEWATER LINE SHALL BE WATER TIGHT AND BEAR THE WORKING AND INSIGNIA FOR THE CITY OF AUSTIN.
16. THE CONTRACTOR SHALL VERIFY ALL VERTICAL AND HORIZONTAL LOCATIONS OF EXISTING UTILITIES, BELOW GROUND AND OVERHEAD, PRIOR TO STARTING ONSITE UTILITY WORK.
17. ALL WATER AND WASTEWATER MAINS SHALL BE INSTALLED IN ACCORDANCE WITH THE SEPARATION DISTANCES INDICATED IN CHAPTER 250 - DRINKING WATER STANDARDS, CHAPTER 217 - DESIGN CRITERIA FOR SEWERAGE SYSTEMS AND CHAPTER 210 - DESIGN CRITERIA FOR RECYCLED SYSTEMS OF TCEG RULES.
18. SHOP DRAWINGS SIGNED AND SEALED BY A PROFESSIONAL STRUCTURAL ENGINEER, REGISTERED IN THE STATE OF TEXAS, SHALL BE SUBMITTED FOR CITY OF BUDA APPROVAL FOR LARGE DIAMETER PRE-CAST MANHOLES, JUNCTION BOXES, WELLS, AND SIMILAR STRUCTURES. THE SHOP DRAWINGS SHALL INCLUDE FLOWLINE ELEVATIONS OF ALL INCOMING AND OUTGOING PIPES, ELEVATION OF TRANSITION FROM LARGE DIAMETER SECTIONS TO 48" ID SECTION, TOP OF MANHOLE ELEVATION, SURROUNDING GROUND ELEVATION, AS WELL AS SPECIAL CONSTRUCTION CONSIDERATIONS THAT ARE SPECIFIED IN THE CONTRACT DRAWINGS.
19. FOLLOWING COMPLETION OF CONSTRUCTION CONTRACTOR SHALL FINISH GRADE ALL DISTURBED AREAS TO MATCH EXISTING GRADE. SEED AND ESTABLISH REVEGETATION ON ALL DISTURBED AREAS PER CONTRACT SPECIFICATIONS.

PIPING NOTES

1. COORDINATES INDICATED ON THE PIPELINE, PER MCKIM & CREED INC SURVEYORS, ARE GRID COORDINATES AND ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL STATE PLANE ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), AND ARE EXPRESSED IN U.S. SURVEY FEET. SCALE FACTOR FOR CONVERSION FROM SURFACE TO GRID COORDINATES = 0.99991439. ELEVATIONS ARE DERIVED FROM U.S.G.S. MONUMENT BM0860 (NORTHING (Y) = 13943737.56, EASTING (X) = 23350227.96, ELEVATION = 706.40) LOCATED AT THE INTERSECTION OF MAIN STREET AND GARISON ROAD AND ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
2. THE LOCATION OF EXISTING UTILITIES SHOWN ON DRAWINGS ARE FROM RECORD INFORMATION, WHICH MAY NOT BE COMPLETELY ACCURATE, AND FROM SURFACE EVIDENCE SURVEYED ON THE GROUND. CONTRACTOR SHALL FIELD VERIFY THE LOCATION AND ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. ALL ASSOCIATED COST ARE SUBSIDIARY TO THE PROJECT.
3. MAINTAIN A MINIMUM DEPTH TO TOP OF PIPE OF 4 FEET UNDER PAVED AREA AND 3 FEET UNDER NON-PAVED AREAS.
4. STEEL PLATES SHALL BE USED OVER TRENCH DURING NON-WORK HOURS AND WHEN NECESSARY TO MAINTAIN A SAFE WORK SITE DURING WORK HOURS.
5. THE FOLLOWING RECORD DRAWING INFORMATION IS PROVIDED AS AN OVERVIEW OF PREVIOUS CONSTRUCTION PROJECTS AND POTENTIAL UTILITIES LOCATED IN OR NEAR THE PROJECT AREA:
 - a. HISTORIC STAGECOACH PARK: PARK DEVELOPMENT
 - b. LOOP 4: WATER, WASTEWATER AND STORMWATER UTILITIES
 - c. UTILITY LINE EXTENSION OF CHEVRON STATION
 - d. IH 35 AT MAIN STREET DRAINAGE PLANS
 - e. WATER AND WASTEWATER PLANS
 - f. WATER TRANSMISSION MAIN DRAWINGS FOR SUNFIELD MUD #4
 - g. BUDA WASTEWATER TREATMENT PLANT EFFLUENT FORCE MAIN DRAWINGS
6. ALL EXISTING UTILITY SERVICE LINES SHALL BE PROTECTED AND REMAIN IN SERVICE DURING CONSTRUCTION. ALL DAMAGED SERVICES SHALL BE REPAIRED OR REPLACED BY THE UTILITY OWNER AT THE CONTRACTOR'S EXPENSE.
7. EFFLUENT FORCE MAIN PIPE SHALL BE 24" DIAMETER, OR 18" AWWA C-905, RESTRAINED JOINT PIPE WITH PIPE COLOR APPROPRIATE FOR A WASTEWATER FORCE MAIN.



4			
3			
2			
1			
NO.	DATE	REVISION	APPROVAL
CITY OF BUDA, TEXAS WWTP EFFLUENT FORCE MAIN			
GENERAL NOTES SHEET 1 OF 2			
AECOM AECOM TECHNICAL SERVICES INC. 9400 AMBERGLEN BLVD. AUSTIN, TEXAS 78729 WWW.AECOM.COM TPE REG. NO. F-3580			
Unit	AUSTIN WATER	Scale	MS
Drawn	DM	Checked	MR
Drawn	AK	Approved	SCZ
Date	NOVEMBER 2019	Project No.	60323427
		Sheet	of

GENERAL SEQUENCE OF CONSTRUCTION

THE FOLLOWING SEQUENCE OF CONSTRUCTION IS PROVIDED AS A GUIDELINE. THE CONTRACTOR SHALL PROVIDE A WORK SCHEDULE TO COMPLETE THE WORK IN THE SPECIFIED TIME WHILE MEETING THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. CONTRACTOR SHALL REFER TO THE CONTRACT DOCUMENTS FOR ANY ADDITIONAL ITEMS WHICH MAY BE REQUIRED AND THE SPECIFIC REQUIREMENTS FOR EACH MILESTONE, INCLUDING "PROJECT SEQUENCE" AS SHOWN ON THE CONTRACT DOCUMENTS.

1. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL SCHEDULE, CONDUCT AND LEAD A "MEET THE CONTRACTOR" MEETING WITH THE LOCAL NEIGHBORHOOD ASSOCIATION INCLUDING THE OWNER AND ENGINEER AT A MUTUALLY AGREED TIME AND PLACE.
2. INSTALL TEMPORARY E/C CONTROLS AND TREE PROTECTION AS REQUIRED, PER THE CONTRACT DOCUMENTS.
3. A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD ON-SITE WITH THE CONTRACTOR, DESIGN ENGINEER, PERMIT APPLICANT, AND ENVIRONMENTAL INSPECTOR AFTER INSTALLATION OF THE E/C CONTROLS, TREE/NATURAL AREA PROTECTION MEASURES AND TRAFFIC CONTROL.
4. PRUNE TREE BRANCHES ON EITHER SIDE OF CONSTRUCTION AREA THAT WILL BE AFFECTED BY CONSTRUCTION EQUIPMENT PER DIRECTION OF ENVIRONMENTAL INSPECTOR.
5. CONTRACTOR SHALL HAVE RPLS, LICENSED IN THE STATE OF TEXAS, TO DEFINE LOCATION ON THE GROUND OF THE PROPOSED EFFLUENT FORCE MAIN CENTERLINE; EASEMENT BOUNDARIES; RIGHT OF WAY AND PROPERTY LINES FOR THE ENTIRE PROJECT, PRIOR TO THE START OF CONSTRUCTION.
6. CONTRACTOR SHALL PERFORM SITE INVESTIGATION AT LOCATIONS DEFINED ON PLANS, AT A MINIMUM, AND AT OTHER LOCATIONS WITH A POTENTIAL FOR UTILITY CONFLICT WITH PROPOSED EFFLUENT FORCE MAIN, PRIOR TO THE START OF CONSTRUCTION.
7. CONTRACTOR SHALL EMPLOY A GEOTECHNICAL ENGINEER TO PERFORM A GEOTECHNICAL INVESTIGATION, AS DEFINED ON DRAWINGS, AND PROVIDE A GEOTECHNICAL ENGINEERING REPORT TO OWNER, PRIOR TO THE START OF CONSTRUCTION.
8. CONSTRUCT FORCE MAIN AND APPURTENANCES. CONTRACTOR SHALL REFER TO THE CONTRACT DOCUMENTS FOR THE SPECIFIC ORDER OF WORK, WORK TIMES, AND MILESTONES WHICH MUST BE COMPLETED BY THE SPECIFIED DATES. CONTRACTOR MAY HAVE SEVERAL CREWS WORKING AT SEVERAL LOCATIONS TO COMPLETE THE WORK BY THE SPECIFIED TIME. ALL TRAFFIC CONTROL AND E/C CONTROLS SHALL BE COORDINATED WITH THE CITY INSPECTOR.
9. TEST AND OBTAIN APPROVAL OF MAN AND APPURTENANCES.
10. PERFORM STREET REPAIR AND PERMANENT EROSION/SEDIMENTATION CONTROL AND RESTORATION.
11. OBTAIN APPROVAL OF STREET REPAIR AND PERMANENT E/C CONTROLS AND REVEGETATION.
12. REMOVE TEMPORARY E/C CONTROLS, AFTER LETTER OF COMPLETION IS ACCEPTED BY THE WATERSHED PROTECTION DEPARTMENT AND NOTED AS BEEN GIVEN TO THE CITY'S ENVIRONMENTAL INSPECTOR.

HMAC OR CONCRETE PAVEMENT RECONSTRUCTION NOTES

1. ALL DAMAGE CAUSED DIRECTLY OR INDIRECTLY TO THE STREET SURFACE, SIDEWALK, DRIVEWAY, CURB & GUTTER, OR SUBSURFACE OUTSIDE OF THE PAVEMENT CUT AREA, SHALL BE REGARDED AS A PART OF THE STREET CUT REPAIR. THIS INCLUDES ANY SCRAPES, COUCHES, CUTS, CRACKING, DEPRESSIONS, AND/OR ANY OTHER DAMAGE CAUSED BY THE CONTRACTOR DURING THE EXECUTION OF THE WORK. THESE REPAIR AREAS WILL BE INCLUDED IN THE TOTAL AREA OF RESTORATION. THESE AREAS SHALL BE SAW CUT IN STRAIGHT, NEAR LINES PARALLEL TO THE EXCAVATION OR UTILITY TRENCH AND TO THE NEXT EXISTING JOINT FOR SIDEWALKS AND CURB & GUTTER. ALL SUCH REPAIRS SHALL BE AT THE CONTRACTOR'S EXPENSES AND SHALL MEET ALL CITY TESTING REQUIREMENTS, STANDARDS, AND SPECIFICATIONS.
2. ALL ROADWAY REPAIR SHALL INCLUDE A MINIMUM OF SINGLE LANE HMAC REMOVAL AND REPLACEMENT PER COA SERIES 1100 STANDARD DETAILS UNLESS OTHERWISE NOTED IN PLANS. WHERE FULL LANE REMOVAL/REPLACEMENT IS REQUIRED, CONTRACTOR SHALL REMOVE HMAC TO EXISTING BASE MATERIAL AND REPLACE WITH SAME HMAC THICKNESS TO MATCH EXISTING GRADE OR PER COA SERIES 1100 STANDARD DETAILS, WHICHEVER IS GREATEST, UNLESS OTHERWISE APPROVED BY ENGINEER OR DESIGNATED REPRESENTATIVE.
3. THE CONTRACTOR SHALL SHAPE AND SEAL COAT ANY EXPOSED UNDERLYING FLEX-BASE OR SUBGRADE MATERIALS EXPOSED AFTER EXCAVATION OR SURFACE MILLING.
4. ALL FULL OR PARTIAL DEPTH PATCHES SHALL BE CONSTRUCTED PRIOR TO EDGE/SURFACE MILLING, UNDERSEAL, OR OVERLAY. HMAC BASE REPAIRS SHALL BE ALLOWED TO CURE 24 HOURS PRIOR TO EDGE/SURFACE MILLING. MILLING WILL NOT BE ALLOWED TO BEGIN UNTIL DENSITY RESULTS HAVE BEEN RECEIVED/REVIEWED BY THE INSPECTOR AND HAS AUTHORIZED THE CONTRACTOR TO PROCEED.
5. RESHAPE, UNDERSEAL, PRIMECOAT, AND OVERLAY SHALL BE PLACED IMMEDIATELY UPON COMPLETION OF MILLING OPERATION IN ORDER TO MINIMIZE EXPOSURE TO THE WEAKENED SECTION TO RAIN AND TRAFFIC.
6. ALL RECONSTRUCTION, PREPARATION WORK AND PAVING SHALL BE COMPLETED TO PROVIDE A SMOOTH RIDE SURFACE FREE OF BUMPS, DIPS, AND RIPPLES AND A SMOOTH UNIFORM APPEARANCE.
7. TACK COAT SHALL MEET THE REQUIREMENTS FOR CUTBACK ASPHALT OR EMULSIFIED ASPHALT AND SHALL COMPLY WITH CITY OF AUSTIN STANDARD SPECIFICATION. TACK COAT, SEAL COAT UNDERSEAL, AND PRIMECOAT ARE NOT A SEPARATE PAY ITEM BUT SHALL BE CONSIDERED SUBSIDIARY TO THE HMAC BID ITEM.
8. ALL OVERLAY HMAC MUST BE PLACED WITH A LAYDOWN MACHINE.
9. WHERE TYPE "C" HMAC IS SPECIFIED, THE MAXIMUM LIFT THICKNESS IS 3 INCHES. THE MINIMUM LIFT THICKNESS SHALL BE NO LESS THAN 1-3/4 INCHES.
10. THE CONTRACTOR SHALL COMPLETE HMAC BASE LAYING OPERATIONS OR CONCRETE PAVEMENT PATCH OPERATIONS THE SAME DAY AS PAVEMENT REMOVAL TO SUBGRADE WAS ACCOMPLISHED FOR ANY PATCH AREA.
11. TRUCKS DELIVERING CONCRETE OR HMAC TO THE PROJECT SHALL BE OF SUFFICIENT NUMBERS TO ENSURE A CONTINUOUS OPERATION.
12. IF THE SURFACE COURSE IS NOT COMPLETED WITHIN THE SPECIFIED WORK TIME, HOT OR COLD MIX TRANSITIONS SHALL BE PLACED AT THE END OF PAVING PRIOR TO OPENING TO TRAFFIC. THE TRANSITION SHALL BE CUT BACK TO FULL SURFACE COURSE DEPTH AND WIDTH ON A STRAIGHT TRANSVERSE LINE TO EXPOSE A VERTICAL FACE IN ORDER TO FORM THE TRANSVERSE CONSTRUCTION JOINT. TRANSITIONS SHALL BE PAPER JOINTS PLACED IN ACCORDANCE WITH STANDARD DETAIL 3405-1, HMAC TRANSVERSE CONSTRUCTION JOINT. LONGITUDINAL JOINTS WHICH ARE IRREGULAR, DAMAGED, OR OTHERWISE DEFECTIVE SHALL BE CUT BACK TO EXPOSE A CLEAN, SOUND SURFACE FOR THE FULL DEPTH OF THE OVERLAY COURSE PRIOR TO RECOMMENCING PAVING OPERATION S. ALL CONTACT SURFACES SHALL BE GIVEN A TACK COAT OF BITUMINOUS MATERIAL PRIOR TO PLACING ANY FRESH MIXTURE AGAINST THE JOINT.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING AND MAINTAINING TEMPORARY COLD MIX TRANSITIONS FOR ALL MILLED AREA, BUS PADS, CASTING ADJUSTMENTS, AND ANY OTHER SIMILAR ABRUPT CHANGES IN THE ROADWAY PROFILE WITHIN THE SCOPE OF THIS PROJECT. THESE TRANSITIONS SHALL BE REMOVED PRIOR TO OVERLAY OPERATIONS. TRANSITIONS SHALL BE THREE (3) FEET FOR EVERY ONE (1) INCH OF DIFFERENTIAL PAVEMENT HEIGHT (E.G., 6" TRANSITION FOR A 2" MILLED AREA). THIS ITEM WILL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO THE OTHER BID ITEMS.
14. THE FINISHED PAVEMENT SURFACE SHALL APPROXIMATE THE EXISTING PROFILE, UNLESS OTHERWISE NOTED ON THE PLANS. ANY EXCEPTIONS SHALL BE SPECIFIED BY THE ENGINEER PRIOR TO CONSTRUCTION.
15. AT INTERSECTIONS THAT HAVE VALLEY DRAINAGE, THE CROWN OF THE INTERSECTION STREET SHALL CULMINATE AT A DISTANCE OF 40 FEET FROM THE INTERSECTION CURB LINE UNLESS OTHERWISE NOTED.
16. ALL LOOSE MATERIALS SHALL BE COMPLETELY REMOVED FROM THE ROADWAY BY MECHANICAL SWEEPER AND/OR MANUAL BROOMING PRIOR TO OPENING TO TRAFFIC AND FOR THE DURATION OF THE PROJECT. ALL LOOSE MATERIAL SIDEWALKS SHALL BE COMPLETELY CLEAR OF ANY CONSTRUCTION DEBRIS PRIOR TO FINAL COMPLETION OF THE PROJECT. LOOSE AND SURPLUS AGGREGATE SHALL BE BROOMED OFF THE SURFACE AS DIRECTED BY THE PROJECT MANAGER. BROOMING WILL NOT BE PAID FOR DIRECTLY, BUT WILL BE CONSIDERED SUBSIDIARY TO OTHER BID ITEMS.
17. THE CONTRACTOR SHALL SHAPE THE UNDERLYING FLEXIBLE BASE OR SUBGRADE MATERIALS EXPOSED AFTER EXCAVATION OR MILLING OR PROOF ROLL ACCORDING TO ITEM 2365 ROLLING (PROOF). ANY SOFT AREAS REVEALED BY PROOF ROLLING WILL BE CORRECTED AND PROOF ROLLED AGAIN UNTIL APPROVED BY THE ENGINEER. CORRECTIVE MEASURES TAKEN SHALL BE APPROVED BY THE ENGINEER AND WILL BE PAID BY THE CITY PER ITEM 2015-R REWORK SUBGRADE. PROOF ROLLING WILL NOT BE PAID FOR DIRECTLY, BUT WILL BE CONSIDERED SUBSIDIARY TO OTHER BID ITEMS.
18. LAYDOWN OPERATIONS SHALL BE PERFORMED IN A SEQUENCE SUCH THAT THE LONGITUDINAL JOINT WILL BE CARRIED ALONG WITHOUT EXCESS DISTANCE OF LAP BACK, NOT TO EXCEED ONE DAY'S OPERATION, UNLESS OTHERWISE AUTHORIZED BY THE PROJECT MANAGER. PLACEMENT WIDTHS SHALL BE A MAXIMUM OF 12 FEET. THE LONGITUDINAL JOINTS SHALL BE LOCATED UNDER THE LANE LINES WHENEVER POSSIBLE.
19. FOR THE SURFACE COURSE, AN AUTOMATIC SCREED SHALL BE USED WITH OUTRIGGERS. DENSITY TESTS SHALL BE TAKEN PRIOR TO OPENING TO TRAFFIC.
20. ALL EXISTING TRAFFIC BUTTONS SHALL BE REMOVED PRIOR TO UNDERSEAL/OVERLAY OPERATION. THIS ITEM WILL NOT BE PAID FOR DIRECTLY, BUT WILL BE CONSIDERED SUBSIDIARY TO OTHER BID ITEMS.
21. WHERE REMOVAL OF BASE AND PAVEMENT IS NECESSARY FOR THIS PROJECT, ALL BASE AND PAVEMENT SHALL BE REPLACED IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS, CITY OF AUSTIN STANDARD SPECIFICATIONS, AND STANDARD DETAILS FOR CUTS IN PUBLIC RIGHT OF WAY. ALL PAVEMENT CUTS SHALL BE SAW-CUT PRIOR TO PLACEMENT OF HMAC.
22. IN AREAS WHERE EXISTING CURBS AND GUTTERS ARE TO REMAIN, THE OLD PAVING AND BASE MUST BE REMOVED AND THE NEW BASE AND PAVING PLACED AND COMPACTED SO AS NOT TO DISTURB THE EXISTING CURBS AND GUTTERS.
23. WHERE NEW OR REPLACEMENT CURB AND GUTTER IS PROPOSED, SET GRADES AS SHOWN ON THE PLANS OR MATCH EXISTING CURBS AND GUTTER GRADIES AT EACH END OF THE NEW OR REPLACED SEGMENT. IF THERE ARE NO PROPOSED CURB AND GUTTER GRADIES SHOWN ON THE PLANS, CONTRACTOR SHALL SURVEY EXISTING CURB AND GUTTER PRIOR TO ITS REMOVAL, AS REQUIRED TO ESTABLISH EXISTING GRADES TO ALLOW THE NEW CURB AND GUTTER TO MATCH THE EXISTING. PRIOR TO PLACING NEW CURB AND GUTTER TO THE GRADES AS SURVEYED, THE CONTRACTOR SHALL SUBMIT A RESTORATION PLAN FOR APPROVAL.
24. CONTRACTOR SHALL SAW-CUT OR USE ENGINEER APPROVED ALTERNATIVE METHOD TO REMOVE CONCRETE PAVEMENTS TO RECONSTRUCT CURBS, TO DELINEATE MILLING EDGES, AND TO THE EXISTING PAVEMENT, WHERE CUTTING INTO BASE MATERIALS, SAW-CUT OR APPROVED ALTERNATIVE METHOD SHALL BE OF SUFFICIENT DEPTH TO ACHIEVE A SMOOTH VERTICAL FACE DURING EXCAVATION IN THE BASE. THIS ITEM WILL NOT BE PAID FOR DIRECTLY, BUT IT WILL BE CONSIDERED SUBSIDIARY TO OTHER BID ITEMS.
25. CONTRACTOR SHALL REPAIR/REPLACE EXISTING CURB AND GUTTER ALONG WITH DRIVEWAYS PRIOR TO OVERLAY. IN ADDITION, CONTRACTOR SHALL COMPLETE THE BACKFILL BEHIND THE CURB PRIOR TO THE OVERLAY.
26. CONTRACTOR SHALL REPLACE ALL DAMAGED LOOP DETECTORS AT LIGHTED INTERSECTIONS PER SECTION 8375 OF THE PROJECT MANUAL.
27. PERMANENT CONCRETE REPAIR WILL REQUIRE CONCRETE REMOVAL AND REPLACEMENT FROM JOINT TO JOINT.

SIDEWALK AND CURB RECONSTRUCTION NOTES

1. CONCRETE FOR SIDEWALK AND RAMPS SHALL BE PLACED NO LATER THAN FOUR WORKING DAYS AFTER EXCAVATION AT ANY SITE.
2. EXPANSION JOINTS SHALL BE PROVIDED AT THE TIE-IN OF NEW CURB AND GUTTER, TO EXISTING CURB AND GUTTER, AND AT OTHER LOCATIONS TO BE DETERMINED BY THE DESIGN ENGINEER.
3. EXPANSION JOINT MATERIALS SHALL BE AS PER ITEM 408 AND EXTEND THE FULL DEPTH OF THE CONCRETE FOR JOINTS AND 3" BITUMEN FILLED FIBER FOR COLD JOINTS OR AS DIRECTED BY THE DESIGN ENGINEER.
4. ALL FILL AREAS SHALL BE COMPACTED TO A UNIFORM DENSITY OF NOT LESS THAN 95 PERCENT OF THE MAXIMUM DRY DENSITY AT NOT LESS THAN OPTIMUM MOISTURE AS DETERMINED BY THE TEST METHOD TEX-113-E.
5. ALL CONCRETE SHALL BE FINISHED TO MATCH EXISTING SURFACE.
6. CONTRACTOR SHALL PROTECT THE EXISTING CURB AND GUTTER. ALL CURB AND GUTTER DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED AT NO ADDITIONAL COST TO OWNER UNLESS OTHERWISE SHOWN IN PLANS.

TXDOT NOTES

1. CONTRACTOR SHALL CONTACT TXDOT AT 512 353-1061 AT LEAST 48-HOURS PRIOR TO WORKING IN THE RIGHT OF WAY.
2. LANE/SHOULDER CLOSURES REQUIRE THE WRITTEN APPROVAL OF THE AREA ENGINEER. LANE/SHOULDER CLOSURES ARE ONLY ALLOWED FROM 9 AM TO 4 PM MONDAY THROUGH FRIDAY. (8 PM TO 5 AM SUNDAY EVENING THROUGH FRIDAY MORNING). CONTACT THE HAVS MAINTENANCE OFFICE AT 512 353-1061 TWO BUSINESS DAYS IN ADVANCE OF PROPOSED LANE CLOSURES.
3. LANE CLOSURES ARE NOT ALLOWED IF PAVEMENT IS WET OR ICY.
4. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING THE STATE ROADWAY FREE OF MUD, ROCKS, AND OTHER DEBRIS. IF THE HIGHWAY BECOMES UNSAFE FOR TRAFFIC BECAUSE OF DEBRIS FROM THE CONSTRUCTION SITE, THE CONTRACTOR MUST CLEAN THE ROADWAY IMMEDIATELY AND SUSPEND WORK IF NECESSARY.
5. THE CONTRACTOR MUST PROVIDE ON-SITE PARKING FOR WORKERS VEHICLES DURING ALL PHASES OF CONSTRUCTION - VEHICLE PARKING WILL NOT BE ALLOWED WITHIN THE RIGHT OF WAY OF STATE MAINTAINED ROADWAYS.
6. AT THE END OF EVERY CONSTRUCTION DAY, CONSTRUCTION EQUIPMENT AND MATERIALS SHALL BE REMOVED FROM THE HORIZONTAL CLEARANCE, PLACED AS FAR FROM THE PAVEMENT EDGE AS POSSIBLE, AND PROPERLY PROTECTED.
7. ALL EXISTING UTILITIES MUST BE LOCATED PRIOR TO ANY DRILLING, TRENCHING, OR DIGGING.
8. ALL EXCAVATIONS OPENED WITHIN THE HORIZONTAL CLEAR ZONE (30' FROM TRAVEL LANE) SHALL BE PROPERLY PROTECTED, IN COMPLIANCE WITH NATIONAL COOPERATIVE HIGHWAY RESEARCH PROJECT 350, WITH CONCRETE TRAFFIC BARRIERS, METAL GUARD FENCING, APPROPRIATE DED TREATMENTS, OR OTHER APPROPRIATE WARNING DEVICES AS APPROVED BY TXDOT.
9. CONTRACTOR MUST HAVE A COPY OF THE APPROVED DRIVEWAY OR UTILITY PERMITS ON SITE WHILE WORKING IN THE RIGHT OF WAY.
10. TRAFFIC CONTROL MUST BE IN ACCORDANCE WITH THE TEXAS MUTCD.

STREET AND BRIDGE SPECIAL NOTE:

ALL DAMAGE CAUSED DIRECTLY OR INDIRECTLY TO THE STREET SURFACE, SIDEWALK, DRIVEWAY, CURB AND GUTTER, OR SUBSURFACE OUTSIDE OF THE PAVEMENT CUT AREA SHALL BE REGARDED AS A PART OF THE STREET CUT REPAIR. THIS INCLUDES ANY SCRAPES, COUCHES, CUTS, CRACKING, DEPRESSIONS, AND/OR ANY OTHER DAMAGE CAUSED BY THE CONTRACTOR DURING THE EXECUTION OF THE WORK. THESE REPAIR AREAS WILL BE INCLUDED IN THE TOTAL AREA OF RESTORATION. THESE AREAS SHALL BE SAW CUT IN STRAIGHT, NEAR LINES PARALLEL TO THE EXCAVATION OR UTILITY TRENCH AND TO THE NEXT EXISTING JOINT FOR SIDEWALKS AND CURB & GUTTER. ALL SUCH REPAIRS SHALL BE AT THE CONTRACTOR'S EXPENSE AND SHALL MEET ALL CITY TESTING REQUIREMENTS, STANDARDS, AND SPECIFICATIONS.

4		5	
3		6	
2		7	
1		8	
NO. DATE		APPROVED	
CITY OF BUDA, TEXAS WWTP EFFLUENT FORCE MAIN			
GENERAL NOTES SHEET 2 OF 2			
AECOM AECOM TECHNICAL SERVICES INC. 9400 AMBERGLEN BLVD. AUSTIN, TEXAS 78729 WWW.AECOM.COM TSPR REG. NO. F-3580			
Unit	AUSTIN WATER	Supp	MTS
Designated	AM	Checked	NR
Drawn	AM	Approved	SDC
Date	NOVEMBER 2019	Project No.	60323427
Sheet	of		

ABBREVIATION

<p> ELECTRICAL JUNCTION BOX ELECTRICAL BOX SIGNAL BOX TRAFFIC SIGNAL BOX (N GROUND) UNDERGROUND CABLE RISER LIGHT STANDOFF LIGHTPOLE MAIL BOX POWER POLE GUY WIRE DOWN GUY EXISTING FIRE HYDRANT EXISTING WATER VALVE EXISTING WATER METER SPRINKLER HEAD WASTEWATER CLEANOUT ELEC. TRANSFORMER TELEPHONE MANHOLE TELEPHONE RISER TELEPHONE PEDESTAL SIGN TRAFFIC SIGNAL LIGHT POLE BOLLARD GAS VALVE ELECTRICAL MANHOLE WELL MILT NAIL WOOD FENCE WIRE FENCE IRON FENCE OVERHEAD UTILITY LINE UNDERGROUND ELECTRIC UNDERGROUND TELEPHONE EDGE OF PAVEMENT EXISTING FENCE PROTECTION FENCE LIMITS OF CONSTRUCTION PROPERTY LINE EXISTING WATERLINE EXISTING WASTEWATER LINE EXISTING GAS LINE EXISTING STORM SEWER EXISTING TELEPHONE LINE EXISTING CABLE T.V. LINE EXISTING EASEMENT LINE SILT FENCE (SF) TREE PROTECTION FENCE STREET CENTERLINE RIGHT OF WAY RAILROAD TRACK INSTALL COA MONUMENT IRON ROD FOUND (SIZE NOTED) IRON ROD W/PLASTIC CAP FOUND COTTON SPINDLE FOUND </p>	<p> IRON PIPE FOUND (SIZE NOTED) NAIL FOUND MONUMENT FOUND TRAVERSE POINT "X" CUT IN CONCRETE FOUND GUARD RAIL MAIL BOX ANGLE OF DEFLECTION TRAFFIC FLOW BORE HOLE G.P.S. POINT (SET) G.P.S. POINT (FOUND) CHANNELIZING DEVICES TYPE II BARRICADE CONCRETE TRAFFIC BARRIER (CTB) EXISTING MANHOLE PROPOSED MANHOLE TRENCHLESS CONSTRUCTION ENTRY/EXIT/ACCESS PIT FOR TRENCHLESS CONSTRUCTION PROPOSED WATER LINE PROPOSED WATER VALVE PROPOSED WASTEWATER LINE FIRE HYDRANT BLOW-OFF HYDRANT COMBINATION AIR RELEASE VALVE TREE WITH TAG NUMBER TREES TO REMAIN REMOVE TREE STORM SEWER MANHOLE AREA DRAINAGE FLOW ARROWS (GENERAL DIRECTION OF WATER FLOW OVER LAND) CURB STORM INLET TYPE II INLET PROTECTION TREE PROTECTION COA INTERSECTION NUMBER EXISTING CONTOUR SMALL TREES OR BUSH ROCK BERM STABILIZED CONSTRUCTION ENTRANCE </p>	<p> ROCK WALL CHAIN LINK FENCE PROPOSED EASEMENT 100-YR FLOODPLAIN/CWZ REMOVE AND REPLACE CONCRETE PAVEMENT OR SIDEWALK REPAIR DEMOLITION </p>	<p> FND "X" FOUND NUMBER PERCENT AND CUT WIRE ANCHOR ADA RAMP ABOVE FINISHED FLOOR ALTERNATING ANTENNA AIR RIDGE VALVE ASPHALT PAVEMENT ASH TREE APPROXIMATELY BELL BELL AND SPIGOT BOT BACK OF CURB TOP BACK OF CURB AT INLET BOULEVARD BENCH MARK BLOW-OFF BACK OF CURB BOTTOM OF DUCTBANK BOLT FOUND BOTTOM OF TUNNEL BTM BUS STOP SIGN BARB WIRE FENCE CONCRETE CURB AND GUTTER COMBINATION AIR RELEASE VALVE CABLE TV PEDESTAL CHINA BERRY TREE CENTER TO CENTER CEDAR TREE CURB FEET CORRUGATED METAL PIPE CHILLED SUPPLY-RETURN CAST IRON CURED-IN-PLACE PIPE CENTERLINE CHAIN LINK FENCE CLR CONTROLLED LOW STRENGTH MATERIAL COMMUNICATIONS BOX CONCRETE MONUMENT FOUND CORRUGATED METAL PIPE CONCRETE MASONRY UNIT COUNTY CITY OF AUSTIN ROCK FENCE COLUMN CONCRETE CONSTRUCTION CRIME STOPPER SIGN CRZ COTTON SPINDLE SET CONCRETE STEEL CYLINDER COTTONER SUNK CABLE TV PAINT MARK COTTONWOOD TREE CRITICAL WATER QUALITY ZONE DEFLECTION DESCRIPTION DRAIN INLET DIAMETER DUCTILE IRON PIPE DRIVE STORM DRAIN INLET DEEDS RECORDS OF HAYS COUNTY, TEXAS DEEDS RECORDS OF TRAVIS COUNTY, TEXAS DRAINAGE EAST EACH END CONNECTION EDGE OF ASPHALT EDGE OF CONCRETE ECCENTRIC ECC EACH FACE EXPANSION JOINT ELEVATION ELM TREE ELECTRIC METER ELECTRIC MANHOLE EDGE OF ASPHALT EQUIP EDGE OF SIDEWALK (B=BRICK, R=ROCK, W=WOOD) EACH WAY EXISTING EXPANSION FLOOR DRAIN FINISHED FLOOR(ELEVATION) FINISH GRADE FIRE HYDRANT (TOP OF NUT) FLOWLINE FLOWLINE DITCH FLANGE/PLANGED FM FEET/FOOT NATURAL GROUND GAGE GALLON GALVANIZED GASLINE PAINT MARK FENCE GATE GRADE BREAK GRADE BREAK GASLINE MARKER GALLONS PER MINUTE GROUND ROCK GUARD RAIL </p>	<p> GRG GUTTER GUTTER AT INLET GATE VALVE HOSE BIB HIGH-DENSITY POLYETHYLENE HUMAC ASPHALTIC CONCRETE HORIZ. HR HUMP HVAC HEATING, VENTILATION AND AIR CONDITIONING HWNL HIGH WATER LEVEL INSIDE DIAMETER IF INCHES INVERT IRON ROD FOUND (SIZE) IRON ROD SET JOINT LEVER L LINEAR FEET LONG LANE LO LIVE OAK TREE LIMITS OF CONSTRUCTION</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

CITY OF AUSTIN - STANDARD NOTES
EROSION AND SEDIMENTATION CONTROL
(MODIFIED FOR USE ON GENERAL PERMIT PROJECTS)

- THE CONTRACTOR SHALL INSTALL EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, OR EXCAVATION).
- THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS SHALL BE IN ACCORDANCE WITH THE ENVIRONMENTAL CRITERIA MANUAL AND THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN.
- THE PLACEMENT OF TREE/NATURAL AREA PROTECTIVE FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF AUSTIN STANDARD NOTES FOR TREE AND NATURAL AREA PROTECTION AND THE APPROVED GRADING/TREE AND NATURAL AREA PLAN.
- A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD ON-SITE WITH THE CONTRACTOR, DESIGN ENGINEER, PERMIT APPLICANT, AND GENERAL PERMIT PROGRAM REPRESENTATIVE AFTER INSTALLATION OF THE EROSION/SEDIMENTATION CONTROLS AND THE TREE/NATURAL AREA PROTECTION MEASURES AND PRIOR TO BEGINNING ANY SITE PREPARATION WORK. THE CONTRACTOR SHALL NOTIFY THE CITY OF BUDA AT 512-312-2876, AT LEAST 3 DAYS PRIOR TO THE MEETING DATE.
- ANY SIGNIFICANT VARIATION IN MATERIALS OR LOCATIONS OF CONTROLS OR FENCES FROM THOSE SHOWN ON THE APPROVED PLANS MUST BE APPROVED BY THE REVIEWING ENGINEER AND THE CITY OF BUDA REPRESENTATIVE.
- THE CONTRACTOR IS REQUIRED TO INSPECT THE CONTROLS AND FENCES AT DAILY INTERVALS AND AFTER SIGNIFICANT RAINFALL EVENTS TO INSURE THAT THEY ARE FUNCTIONING PROPERLY. THE PERSON(S) RESPONSIBLE FOR MAINTENANCE OF CONTROLS AND FENCES SHALL IMMEDIATELY MAKE ANY NECESSARY REPAIRS TO DAMAGED AREAS. SILT ACCUMULATION AT CONTROLS MUST BE REMOVED WHEN THE DEPTH REACHES SIX (6) INCHES. SILT ACCUMULATION AT INLET DEVICES SHOULD BE REMOVED WHEN THE DEPTH REACHES TWO (2) INCHES.
- PRIOR TO FINAL ACCEPTANCE BY THE CITY, MAIL, ROADS AND WATERWAY CROSSINGS CONSTRUCTED FOR TEMPORARY CONTRACTOR ACCESS MUST BE REMOVED, ACCUMULATED SEDIMENT REMOVED FROM THE WATERWAY AND THE AREA RESTORED TO THE ORIGINAL GRADE AND REVEGETATED. ALL LAND CLEARING DEBRIS SHALL BE DISPOSED OF IN APPROVED SPOIL DISPOSAL SITES.
- ALL WORK MUST STOP IF A VOID IN THE ROCK SUBSTRATE IS DISCOVERED WHICH IS ONE SQUARE FOOT OR LARGER IN TOTAL AREA, BLOWS AIR FROM WITHIN THE SUBSTRATE, AND/OR CONSISTENTLY RECEIVES WATER DURING ANY RAIN EVENT. AT THIS TIME, IT IS THE RESPONSIBILITY OF THE PROJECT MANAGER TO IMMEDIATELY CONTACT THE CITY OF BUDA REPRESENTATIVE FOR FURTHER INVESTIGATION.
- FIELD REVISIONS TO THE EROSION/SEDIMENTATION CONTROL PLAN MAY BE REQUIRED BY THE GENERAL PERMIT PROGRAM REPRESENTATIVE DURING THE COURSE OF CONSTRUCTION TO CORRECT CONTROL INADEQUACIES. ANY REVISIONS TO THE PERMITTED PLAN MUST BE APPROVED BY THE CITY OF BUDA.
- PERMANENT EROSION/SEDIMENTATION CONTROL: ALL DISTURBED AREAS SHALL BE RESTORED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. WHERE THE CRITERIA MANUAL AND CONTRACT DOCUMENTS DIFFER, THE MOST ENVIRONMENTALLY BENEFICIAL MATERIALS/METHOD SHALL BE REQUIRED UNLESS OTHERWISE APPROVED BY THE CITY OF BUDA.
- DEVELOPER INFORMATION:

OWNER:
COMPANY: CITY OF BUDA
CONTACT: JOHN NEIT, P.E., GFM
ADDRESS: 405 F. LOOP STREET, BLDG 100
BUDA, TEXAS 78610
PHONE: 512-523-1025
E-MAIL: jneit@cityofbuda.tx.us

OWNER'S REPRESENTATIVE RESPONSIBLE FOR PLAN ALTERATIONS:
COMPANY: AECOM
CONTACT: MARTIN RUMBALUGH
ADDRESS: 9400 AMBERGLEN BLVD, AUSTIN, TX 78729
PHONE: 512-454-4797
E-MAIL: MARTIN.RUMBALUGH@AECOM.COM

PARTY RESPONSIBLE FOR EROSION/SEDIMENTATION CONTROL MAINTENANCE:
COMPANY: CONTRACTOR

PARTY RESPONSIBLE FOR TREE/NATURAL AREA PROTECTION MAINTENANCE:
COMPANY: CONTRACTOR

- THE CONTRACTOR SHALL NOT DISPOSE OF SURPLUS EXCAVATED MATERIAL FROM THE SITE WITHOUT NOTIFYING THE GENERAL PERMIT PROGRAM REPRESENTATIVE, AT 974-6030, AT LEAST 48 HOURS PRIOR TO THE SPOILS REMOVAL. THIS NOTIFICATION SHALL INCLUDE THE DISPOSAL LOCATION AND A COPY OF THE PERMIT ISSUED TO RECEIVE THE MATERIAL.
- INLET PROTECTION SHALL BE INSTALLED IMMEDIATELY PRIOR TO STREET WORK, AND WILL BE REMOVED AS SOON AS THE GENERAL PERMIT PROGRAM REPRESENTATIVE AGREES THAT THERE IS NO POTENTIAL FOR SEDIMENTATION.

DESCRIPTION: APPROVED BY WATERSHED PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT

REV. DATE:

NOTES:

- USE ONLY OPEN GRADED ROCK, 4-8 INCH DIAMETER, FOR STREAM FLOW CONDITION. USE OPEN GRADED ROCK, 3-5 INCH DIAMETER, FOR OTHER CONDITIONS.
- ROCK BERM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING MAXIMUM 1 INCH OPENING AND MINIMUM WIRE DIAMETER OF 20 GAUGE.
- ROCK BERM SHALL BE INSPECTED WEEKLY OR AFTER EACH RAIN, AND THE STONE AND/OR FABRIC COPE-WOVEN WIRE SHEATHING SHALL BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED, DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
- WHEN SILT REACHES A DEPTH EQUAL TO ONE-THIRD THE HEIGHT OF THE BERM OR ONE FOOT, WHICHEVER IS LESS, THE SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED SITE AND IN A MANNER AS TO NOT CREATE A SITUATION PROBLEM.
- DAILY INSPECTION SHALL BE MADE ON SEVERE SERVICE ROCK BERMS; SILT SHALL BE REMOVED WHEN ACCUMULATION REACHES 6 INCHES.
- WHEN THE SITE IS COMPLETELY STABILIZED, THE BERM AND ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.

FABRIC COVERED (SEVERE SERVICE) ROCK BERM

CITY OF AUSTIN		WATERSHED PROTECTION DEPARTMENT	STANDARD NO.
GENERAL PERMIT PROGRAM	ADOPTED:	SCALE: N.T.S.	N/A
APPROVED	INITIAL:		

NOTES:

- USE ONLY OPEN GRADED ROCK 75 TO 125 mm (3 TO 5") DIAMETER FOR ALL CONDITIONS.
- THE ROCK BERM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING MAXIMUM 25 mm (1") OPENING AND MINIMUM WIRE DIAMETER OF 12.9 mm (20 GAUGE).
- THE ROCK BERM SHALL BE INSPECTED DAILY OR AFTER EACH RAIN, AND THE STONE AND/OR FABRIC COPE-WOVEN WIRE SHEATHING SHALL BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED, DUE TO SEDIMENT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
- IF SEDIMENT REACHES A DEPTH EQUAL TO ONE-THIRD THE HEIGHT OF THE BERM OR 150 mm (6") WHICHEVER IS LESS, THE SEDIMENT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED SITE AND IN A MANNER THAT WILL NOT CREATE A SEDIMENTATION PROBLEM.
- WHEN THE SITE IS COMPLETELY STABILIZED, THE BERM AND ACCUMULATED SEDIMENT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.

STANDARD SYMBOL FOR ROCK BERM (RB)

CITY OF AUSTIN
WATERSHED PROTECTION DEPARTMENT

ROCK BERM

RECORD COPY SIGNED BY: MORGAN BYARS	DATE: 8/24/2010	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 639S-1
-------------------------------------	-----------------	-------------------------------------------------------------------------------------	---------------------

STANDARD SYMBOL FOR SILT FENCE (SF)

CITY OF AUSTIN
WATERSHED PROTECTION DEPARTMENT

SILT FENCE

RECORD COPY SIGNED BY: MORGAN BYARS	DATE: 08/01/2011	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 642S-1
-------------------------------------	------------------	-------------------------------------------------------------------------------------	---------------------

NOTES:

- STONE SIZE: 75-125 mm (3-5") OPEN GRADED ROCK.
- LENGTH: AS EFFECTIVE BUT NOT LESS THAN 15 m (50').
- THICKNESS: NOT LESS THAN 200 mm (8").
- WIDTH: NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS/EGRESS.
- MAINTENANCE: WHEN NECESSARY, VEHICLE WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE AND DRAINS INTO AN APPROVED STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
- MAINTENANCE: THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND, AS WELL AS REPAIR AND CLEAN OUT OF ANY MEASURE DEVICES USED TO TRAP SEDIMENT. ALL SEDIMENTS THAT IS SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC ROADWAY MUST BE REMOVED IMMEDIATELY.
- DRAINAGE: ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

STANDARD SYMBOL FOR ROCK BERM (RB)

CITY OF AUSTIN
WATERSHED PROTECTION DEPARTMENT

ROCK BERM

RECORD COPY SIGNED BY: J. PATRICK MURPHY	DATE: 3/23/00	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 641S-1
------------------------------------------	---------------	-------------------------------------------------------------------------------------	---------------------

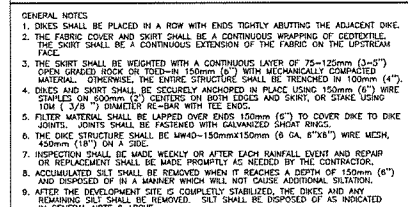
WARNING
IF THIS DAY DOES NOT EXHAUST 1" MIN DRAWING IS NOT TO SCALE

CITY OF BUDA, TEXAS
WWTP EFFLUENT FORCE MAIN

EROSION / SEDIMENTATION CONTROL
DETAILS AND NOTES
SHEET 1 OF 2

AECOM
AECOM TECHNICAL SERVICES INC.
9400 AMBERGLEN BLVD.
AUSTIN, TEXAS 78729
WWW.AECOM.COM
TYPE REG. NO. F-3580

Unit: AUSTIN WATER	Scale: NTR	Date: NOVEMBER 2019
Designed:	Checked: MR	Project No: 60323427
Drawn:	Approved: SCE	Sheet: of



MULCH SOCK MATERIAL:

USE UNTREATED WOOD CHIPS¹ PRODUCED FROM A 3" (THREE INCH) MINUS SCREENING PROCESS (EQUIVALENT TO TAPDIT ITEM 191, COMPOST, SECTION 1.6.2.9, WOOD CHIP REQUIREMENT).

MULCH CONSISTS PRIMARILY OF ORGANIC MATERIAL SEPARATED AT THE POINT OF GENERATION, AND MAY INCLUDE SHREDDED BARK, STUMP CRACKINGS, OR COMPOSTED BARK.

LARGE PORTIONS OF SILT, CLAYS, OR FINE SANDS ARE NOT ACCEPTABLE IN THE MULCH.

- NOTES:**
1. STEEL OR WOOD POSTS WHICH SUPPORT THE MULCH SOCK SHALL BE INSTALLED ON A SLOPE ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 600mm (24 INCH). IF WOOD POSTS CANNOT ACQUIRE SUFFICIENT DEPTH, USE STEEL POSTS. EARTH SHALL BE BACKFILLED TO MULCH SOCK TOP.
 2. THE TOP OF THE MULCH SOCK SHALL BE PLACED SO THAT THE MULCH SOCK IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. IN ORDER TO PREVENT WATER FROM PILING BETWEEN THE JOINTS OF ADJACENT ENDS GRASS SHALL BE CUT AT THE JOINTS OF ADJACENT MULCH SOCKS A MINIMUM OF 30mm (1 1/2 INCH).
 3. MULCH MATERIAL MUST BE FREE OF REFUSE, LAPSE, PHYSICAL CONTAMINANTS, AND MATERIAL TOXIC TO PLANT GROWTH. IT IS NOT ACCEPTABLE FOR THE MULCH MATERIAL TO CONTAIN GROUND CONSTRUCTION DEBRIS, GEOLOGICAL OR MINERAL.
 4. SOAK MATERIAL WILL BE 100%A (BIOGRADABLE, PHOTO DEGRADABLE, OR RECYCLABLE SUCH AS BURLAP, TWINE, UV PHOTO-BIOGRADABLE PLASTIC, POLYESTER, OR ANY OTHER SUCH AS MULCH).
 5. MULCH SOCKS SHOULD BE USED AT THE BASE OF BLOBS NO DEEPER THAN 21" AND SHOULD NOT EXCEED THE MAXIMUM SPACING CRITERIA PROVIDED IN CITY OF ALBUQUERQUE STANDARDS.
 6. MULCH SOCKS SHALL BE 1.0' FOR A GIVEN CROWN CLOSURE.
 7. ACQUISITION SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 150mm (6 INCH). THE SILT SHALL BE DISPOSED OF ON AN APPROVED SITE AND IN SUCH A MANNER THAT IT WILL NOT CONTRIBUTE TO EROSION.

EDGE OF PROPOSED EXCAVATION

TEMPORARY SPOILS AND/OR STOCKPILE

EXISTING PAVING

RUN-OFF FLOW

20 LB SANDBAGS @ 2' O.C.

TRIANGULAR FILTER DIKE (CoA STD. 628)

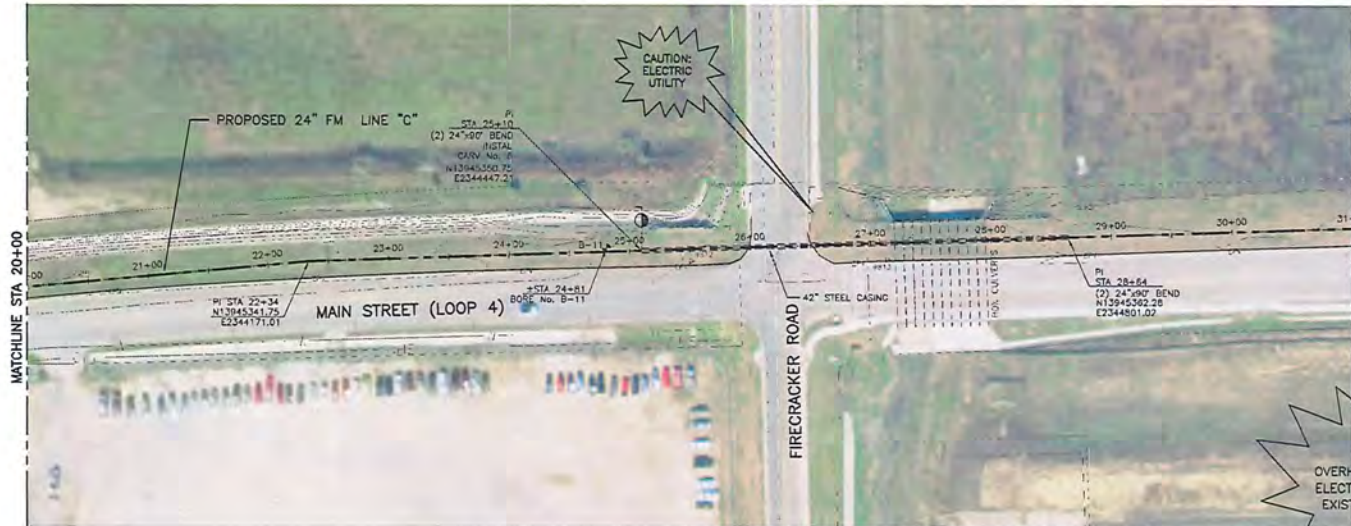
EXISTING CURB AND GUTTER

NOTES:

1. THE TEMPORARY SPOILS/STOCKPILE STORAGE AREA AND STAGING AREA MAY BE LOCATED DIRECTLY ADJACENT TO THE EXCAVATION AND ON THE PAVEMENT.
2. ANY SPOIL NOT INTENDED TO BE REUSED WILL BE HAULED TO AN APPROVED OR PERMITTED DISPOSAL SITE DAILY.
3. INSTALL TRIANGULAR SEDIMENT FILTER DIKE (DOTCS 628S) ACROSS FULL WIDTH OF TRAFFIC CLOSURE AND DOWNSTREAM OF CONSTRUCTION AREA, PERPENDICULAR TO CURB AND PLACED TO EFFECTIVELY CATCH AND CONTAIN SEDIMENT LOADS RUNOFF FROM THE EXCAVATED AREA. FILTER DIKE TO FOLLOW ACTIVE CONSTRUCTION. REMOVING AND RE-SETTING FILTER DIKE IS CONSIDERED SUBSIDIARY TO BARRICADES AND TRAFFIC HANDLING.

ADDITIONAL EROSION/SEDIMENTATION CONTROL FOR WORK IN PAVED AREAS FOR GENERAL PERMIT PROGRAM PROJECT

WARNING 2 1/2" 1" THE BAR DOES NOT MEASURE 1" IN IN. DRAWING IS NOT TO SCALE			
Date: <u>11/11/19</u>		Proj. No. <u>G-07</u>	
4			
3			
2			
1			
NO. DATE		REVISION	
CITY OF BUDA, TEXAS WWTP EFFLUENT FORCE MAIN			
EROSION / SEDIMENTATION CONTROL DETAILS AND NOTES SHEET 2 OF 2			
AECOM TECHNICAL SERVICES INC. 4020 AMBERGLEN BLVD. AUSTIN, TEXAS 78759 WWW.AECOM.COM TPEE REG. NO. F-3580			
Unit	AUSTIN WATER	Seater	NTS
Drawn		Checked	WRT
Design		Approved	SGC
Date	NOVEMBER 2019	Project No.	60323427
Sheet		of	



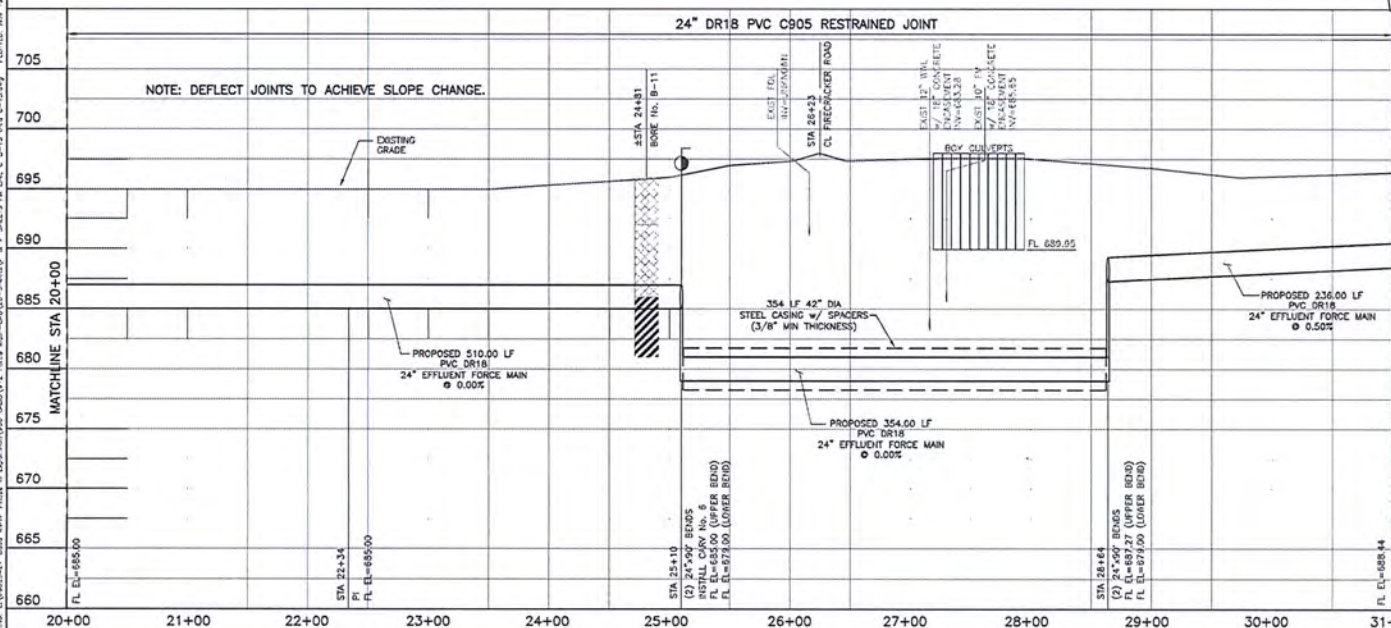
GENERAL NOTES:

- EXISTING INFORMATION SHOWN ON THIS DRAWING WAS COMPILED FROM RECORD DRAWING INFORMATION AND LIMITED FIELD SURVEY. CONTRACTOR SHALL FIELD VERIFY INFORMATION PRIOR TO START OF CONSTRUCTION AND INFORM ENGINEER OF ANY IDENTIFIED VARIANCES.
- PRIOR TO START OF CONSTRUCTION, INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH TRAFFIC CONTROL PLANS.
- PRIOR TO START OF CONSTRUCTION, CONTRACTOR SHALL PERFORM SUBSURFACE UTILITY ENGINEERING (SUE) INVESTIGATION TO CONFIRM HORIZONTAL AND VERTICAL LOCATION OF EXISTING 12" WWL, 10" FM AND EXISTING FOL. CONFIRMED LOCATIONS SHALL BE SUBMITTED TO ENGINEER TO VERIFY NO CONFLICTS EXIST BETWEEN EXISTING UTILITIES AND PROPOSED EFFLUENT FORCE MAIN. ENGINEERS VERIFICATION MAY RESULT IN ADJUSTMENT OF LENGTH AND ELEVATION OF TUNNEL (BORE AND JACK). IF ADJUSTMENT IS REQUIRED, ANY CHANGES TO CONTRACT VALUE WILL BE RESOLVED PRIOR TO PERFORMING WORK.
- PRIOR TO START OF CONSTRUCTION, AND SUBSEQUENT TO SUE INVESTIGATION, CONTRACTOR SHALL EMPLOY A GEOTECHNICAL ENGINEERING FIRM TO DRILL TWO (2) SOIL BORINGS. ONE SOIL BORING SHALL BE LOCATED WITHIN 10 FEET OF ONE END OF THE PROPOSED STEEL CASING PIPE AND THE SECOND SOIL BORING LOCATED HORIZONTALLY WITHIN 10 FEET OF THE OTHER END OF THE PROPOSED CASING PIPE. BOTH SOIL BORINGS SHALL EXTEND TO A DEPTH OF 10 FEET BELOW PROPOSED CASING PIPE, AS DETERMINED BY SUE INVESTIGATION. BASED ON RESULTS OF INFORMATION OBTAINED FROM SOIL BORINGS, GEOTECHNICAL ENGINEER SHALL PREPARE A GEOTECHNICAL ENGINEERING REPORT TO DEFINE ENGINEERING PARAMETERS OF THE SOIL ENCOUNTERED AND COMPARE THESE PARAMETERS TO EXISTING DATA FOR SOIL BORING B-11. CONTRACTOR SHALL SUBMIT THE GEOTECHNICAL ENGINEERING REPORT TO OWNER FOR VERIFICATION OF CONSISTENT SOIL CONDITIONS. IF CONTRACTOR BELIEVES SOIL CONDITIONS ARE NOT CONSISTENT, ANY CLAIM FOR DIFFERING SITE CONDITIONS SHALL BE SUBMITTED TO OWNER WITH THE GEOTECHNICAL ENGINEERING REPORT AND SUCH CLAIM SHALL BE RESOLVED PRIOR TO START OF CONSTRUCTION.
- DEFLECTION OF PIPE JOINTS SHALL BE LIMITED TO 80% OF MANUFACTURER'S RECOMMENDED JOINT DEFLECTION.

CAUTION!
OVERHEAD/UNDERGROUND
ELECTRIC AND GAS LINES
EXIST IN PROJECT AREA

LEGEND:

- PROPERTY LINES
- PROPOSED FM
- EDGE OF PAVEMENT



SOIL TYPES			
FAT CLAY (CL)	LEAN CLAY (CL)	SILT (SL)	FILL
Weak/Consolidated SAND (SM)	Hard/Consolidated SAND (SM)	SILT SAND (SM)	CLAYEY SAND (SC)
Weak/Consolidated GRAVEL (GV)	Hard/Consolidated GRAVEL (GV)	SILT GRVEL (GM)	CLAYEY GRVEL (GC)
ROCK TYPES			
LIMESTONE	SANDS	SANDSTONES	WARNING
HEAVILY WEATHERED LIMESTONE	HEAVILY WEATHERED SANDS	WEATHERED SANDSTONES	IF THIS DATA DOES NOT MATCH, 1" MIN. DRAWING IS NOT TO SCALE
HEAVILY WEATHERED DOLOMITIC LIMESTONE	DOLOMITIC LIMESTONE	GRAVEL	

NO.	DATE	REVISION	APPROVED
1			
2			
3			
4			

CITY OF BUDA, TEXAS
WWTFF EFFLUENT FORCE MAIN

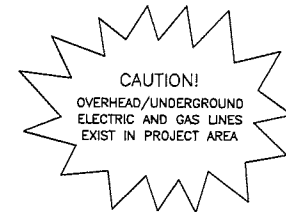
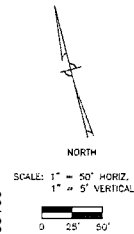
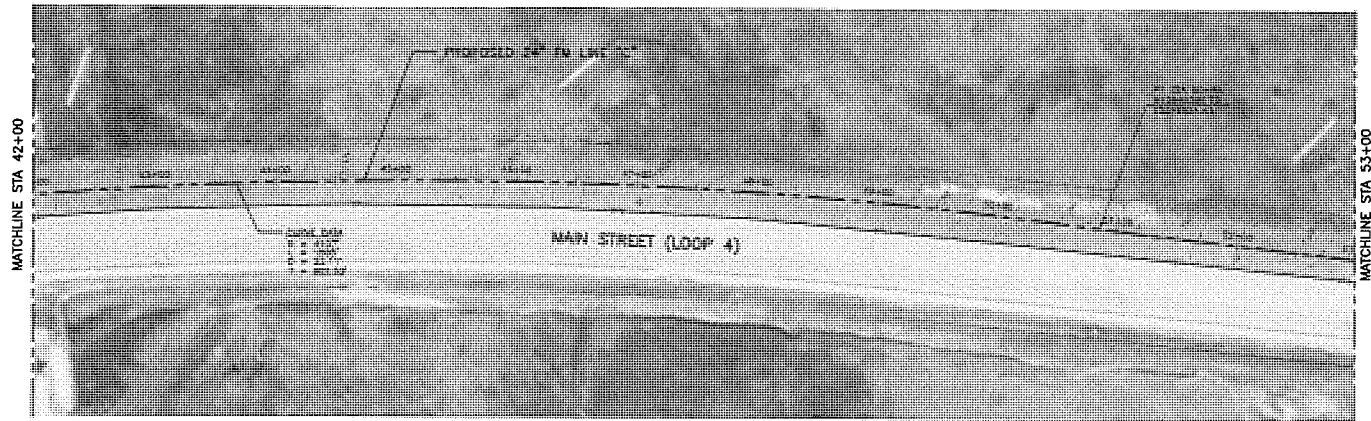
**24" EFFLUENT FORCE MAIN LINE C
STA 20+00 TO STA 31+00**

AECOM
AECOM TECHNICAL SERVICES INC.
9400 AMBERGLEN BLVD.
AUSTIN, TEXAS 78723
WWW.AECOM.COM
TPEE REG. NO. F-3560

Designed: JMW
Checked: JMW
Drawn: JMW
Approved: JMW

Date: NOVEMBER 2017
Project No.: 60323427
Sheet: 18

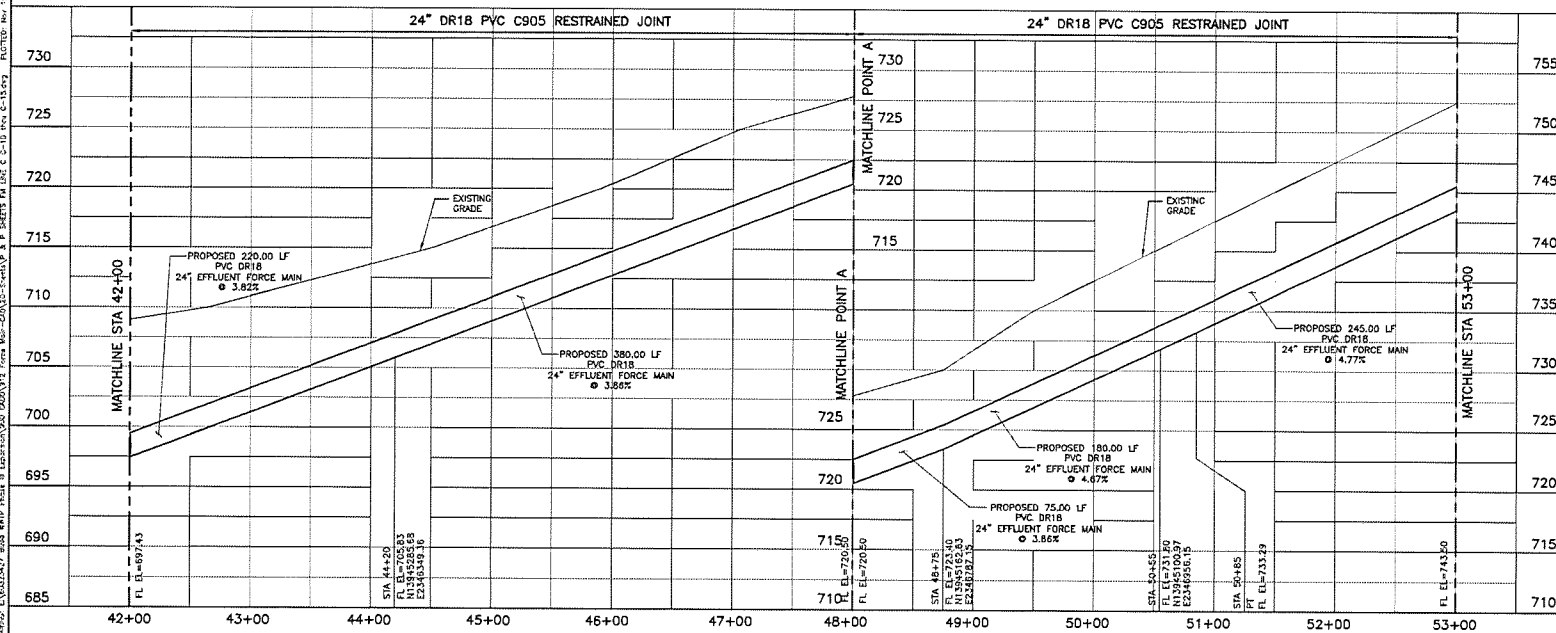
Drawn: E:\0332427 BUDA WWTP Project by Express\0332427\Drawings\A P SHEETS FM LINE C-15.dwg PLOTTED: Nov 19, 2019 - 8:11pm



- GENERAL NOTES:
1. EXISTING INFORMATION SHOWN ON THIS DRAWING WAS COMPILED FROM RECORD DRAWING INFORMATION AND LIMITED FIELD SURVEY. CONTRACTOR SHALL FIELD VERIFY INFORMATION PRIOR TO START OF CONSTRUCTION AND INFORM ENGINEER OF ANY IDENTIFIED VARIANCES.
 2. PRIOR TO START OF CONSTRUCTION, INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH TRAFFIC CONTROL PLANS.
 3. DEFLECTION OF PIPE JOINTS SHALL BE LIMITED TO 80% OF MANUFACTURER'S RECOMMENDED JOINT DEFLECTION.

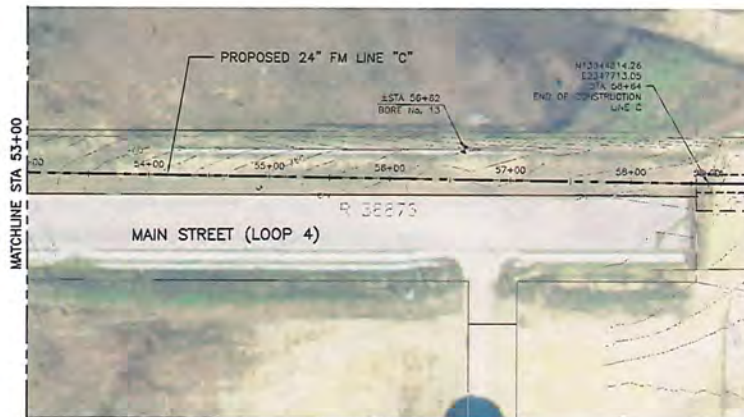
LEGEND:

- PROPERTY LINES
----- PROPOSED FM
----- EDGE OF PAVEMENT



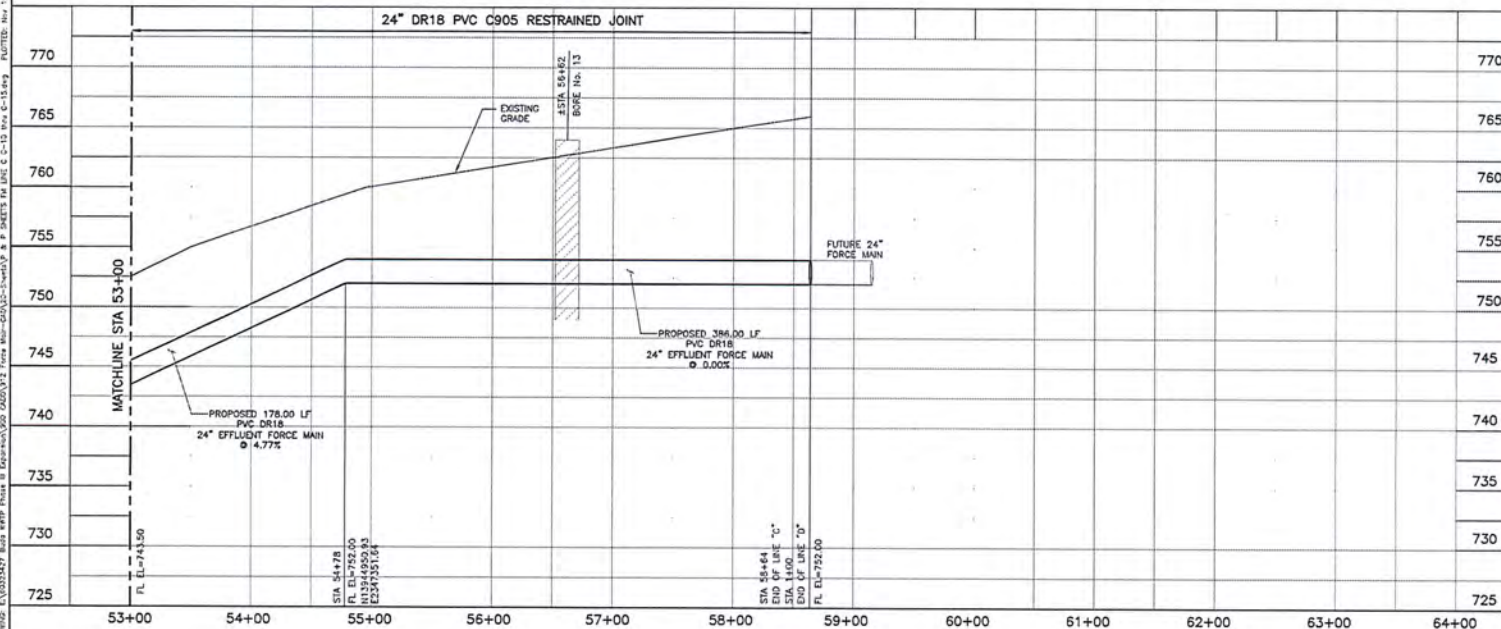
4		5	
6		7	
8		9	
10		11	
12		13	
14		15	
16		17	
18		19	
20		21	
22		23	
24		25	
26		27	
28		29	
30		31	
32		33	
34		35	
36		37	
38		39	
40		41	
42		43	
44		45	
46		47	
48		49	
50		51	
52		53	
54		55	
56		57	
58		59	
60		61	
62		63	
64		65	
66		67	
68		69	
70		71	
72		73	
74		75	
76		77	
78		79	
80		81	
82		83	
84		85	
86		87	
88		89	
90		91	
92		93	
94		95	
96		97	
98		99	
100		101	
102		103	
104		105	
106		107	
108		109	
110		111	
112		113	
114		115	
116		117	
118		119	
120		121	
122		123	
124		125	
126		127	
128		129	
130		131	
132		133	
134		135	
136		137	
138		139	
140		141	
142		143	
144		145	
146		147	
148		149	
150		151	
152		153	
154		155	
156		157	
158		159	
160		161	
162		163	
164		165	
166		167	
168		169	
170		171	
172		173	
174		175	
176		177	
178		179	
180		181	
182		183	
184		185	
186		187	
188		189	
190		191	
192		193	
194		195	
196		197	
198		199	
200		201	
202		203	
204		205	
206		207	
208		209	
210		211	
212		213	
214		215	
216		217	
218		219	
220		221	
222		223	
224		225	
226		227	
228		229	
230		231	
232		233	
234		235	
236		237	
238		239	
240		241	
242		243	
244		245	
246		247	
248		249	
250		251	
252		253	
254		255	
256		257	
258		259	
260		261	
262		263	
264		265	
266		267	
268		269	
270		271	
272		273	
274		275	
276		277	
278		279	
280		281	
282		283	
284		285	
286		287	
288		289	
290		291	
292		293	
294		295	
296		297	
298		299	
300		301	
302		303	
304		305	
306		307	
308		309	
310		311	
312		313	
314		315	
316		317	
318		319	
320		321	
322		323	
324		325	
326		327	
328		329	
330		331	
332		333	
334		335	
336		337	
338		339	
340		341	
342		343	
344		345	
346		347	
348		349	
350		351	
352		353	
354		355	
356		357	
358		359	
360		361	
362		363	
364		365	
366		367	
368		369	
370		371	
372		373	
374		375	
376		377	
378		379	
380		381	
382		383	
384		385	
386		387	
388		389	
390		391	
392		393	
394		395	
396		397	
398		399	
400		401	
402		403	
404		405	
406		407	
408		409	
410		411	
412		413	
414		415	
416		417	
418		419	
420		421	
422		423	
424		425	
426		427	
428		429	
430		431	
432		433	
434		435	
436		437	
438		439	
440		441	
442		443	
444		445	
446		447	
448		449	
450		451	
452		453	
454		455	
456		457	
458		459	
460		461	
462		463	
464		465	
466		467	
468		469	
470		471	
472		473	
474		475	
476		477	
478		479	
480		481	
482		483	
484		485	
486		487	
488		489	
490		491	
492		493	
494		495	
496		497	
498		499	
500		501	
502		503	
504		505	
506		507	
508		509	
510		511	
512		513	
514		515	
516		517	
518		519	
520		521	
522		523	
524		525	
526		527	
528		529	
530		531	
532		533	
534		535	
536		537	
538		539	
540		541	
542		543	
544		545	
546		547	
548		549	
550		551	
552		553	
554		555	
556		557	
558		559	
560		561	
562		563	
564		565	
566		567	
568		569	
570		571	
572		573	
574		575	
576		577	
578		579	
580		581	
582		583	
584		585	
586		587	
588		589	
590		591	
592		593	
594		595	
596		597	
598		599	
600		601	
602		603	
604		605	
606		607	
608		609	
610		611	
612		613	
614		615	
616		617	
618		619	
620		621	
622		623	
624		625	
626		627	
628		629	
630		631	
632		633	
634		635	
636		637	
638		639	
640		641	
642		643	
644		645	
646		647	
648		649	
650		651	
652		653	
654		655	
656		657	
658		659	
660		661	
662		663	
664		665	
666		667	
668		669	
670		671	
672		673	
674		675	
676		677	
678		679	
680		681	
682		683	
684		685	
686		687	
688		689	
690		691	
692		693	
694		695	
696		697	
698		699	
700		701	
702		703	
704		705	
706		707	
708		709	
710		711	
712		713	
714		715	
716		717	
718		719	
720		721	
722		723	
724		725	
726		727	
728		729	
730		731	
732		733	
734		735	
736		737	
738		739	
740		741	
742		743	
744		745	
746		747	
748		749	
750		751	
752		753	
754		755	
756		757	
758		759	
760		761	
762		763	
764		765	
766		767	
768		769	
770		771	
772		773	
774		775	
776		777	
778		779	
780		781	
782		783	
784		785	
786		787	
788		789	
790		791	
792		793	
794		795	
796		797	
798		799	
800		801	
802		803	
804		805	
806		807	
808		809	
810		811	
812		813	
814		815	
816		817	
818		819	
820		821	
822		823	
824		825	
826		827	
828		829	
830		831	
832		833	
834		835	
836		837	
838		839	
840		841	
842		843	
844		845	
846		847	
848		849	
850		851	
852		853	
854		855	
856		857	
858		859	
860		861	
862		863	
864		865	
866		867	
868		869	
870		871	
872		873	
874		875	
876		877	
878		879	
880		881	
882		883	
884		885	
886		887	
888		889	
890		891	
892		893	
894		895	
896		897	
898		899	
900		901	
902		903	
904		905	
906		907	

C:\WORK\1\03313427 BUDA WTP PHASE II\Drawings\2D\G0033427.dwg Plot Date: 11/15/2019 10:15:10 AM PLOTTER: HP-1000 11x17 600dpi



- GENERAL NOTES:**
- EXISTING INFORMATION SHOWN ON THIS DRAWING WAS COMPILED FROM RECORD DRAWING INFORMATION AND LIMITED FIELD SURVEY. CONTRACTOR SHALL FIELD VERIFY INFORMATION, PRIOR TO START OF CONSTRUCTION AND INFORM ENGINEER OF ANY IDENTIFIED VARIANCES.
 - PRIOR TO START OF CONSTRUCTION, INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH TRAFFIC CONTROL PLANS.
 - DEFLECTION OF PIPE JOINTS SHALL BE LIMITED TO 80% OF MANUFACTURER'S RECOMMENDED JOINT DEFLECTION.
 - PRIOR TO START OF CONSTRUCTION, CONTRACTOR SHALL PERFORM SUBSURFACE UTILITY ENGINEERING (SUE) INVESTIGATION TO CONFIRM HORIZONTAL AND VERTICAL LOCATION OF EXISTING 24" WATER TRANSMISSION MAIN. CONFIRMED LOCATION SHALL BE SUBMITTED TO ENGINEER TO VERIFY NO CONFLICTS EXIST BETWEEN EXISTING UTILITY AND PROPOSED EFFLUENT FORCE MAIN. ENGINEER'S VERIFICATION MAY RESULT IN ADJUSTMENT OF LENGTH AND ELEVATION OF PROPOSED EFFLUENT FORCE MAIN. IF ADJUSTMENT IS REQUIRED, ANY CHANGE ON CONTRACT VALUE WILL BE RESOLVED PRIOR TO PERFORMING WORK.

- LEGEND:**
- PROPERTY LINES
 - PROPOSED FM
 - EDGE OF PAYMENT



SOIL TYPES

FAT CLAY (CL)	LEAN CLAY (CL)	SILT (ML)	CLAY (MH)
WELL-SORTED SAND (SW)	POORLY-SORTED SAND (SP)	SILT SAND (SM)	CLAYEY SAND (SC)
WELL-SORTED GRAVEL (GW)	POORLY-SORTED GRAVEL (GP)	SILT GRAVEL (GM)	CLAYEY GRAVEL (GC)

ROCK TYPES

LIESTONE	SHALE	SANDSTONE
HIGHLY WEATHERED LIESTONE	HIGHLY WEATHERED SHALE	WEATHERED SANDSTONE
HIGHLY WEATHERED DOLOMITIC LIESTONE	DOLOMITIC LIESTONE	SAND

YEARLING

IF THIS BAR DOES NOT MEASURE 1" (25.4mm) DRAWING IS NOT TO SCALE

CITY OF BUDA, TEXAS

WTP EFFLUENT FORCE MAIN

24" EFFLUENT FORCE MAIN LINE C

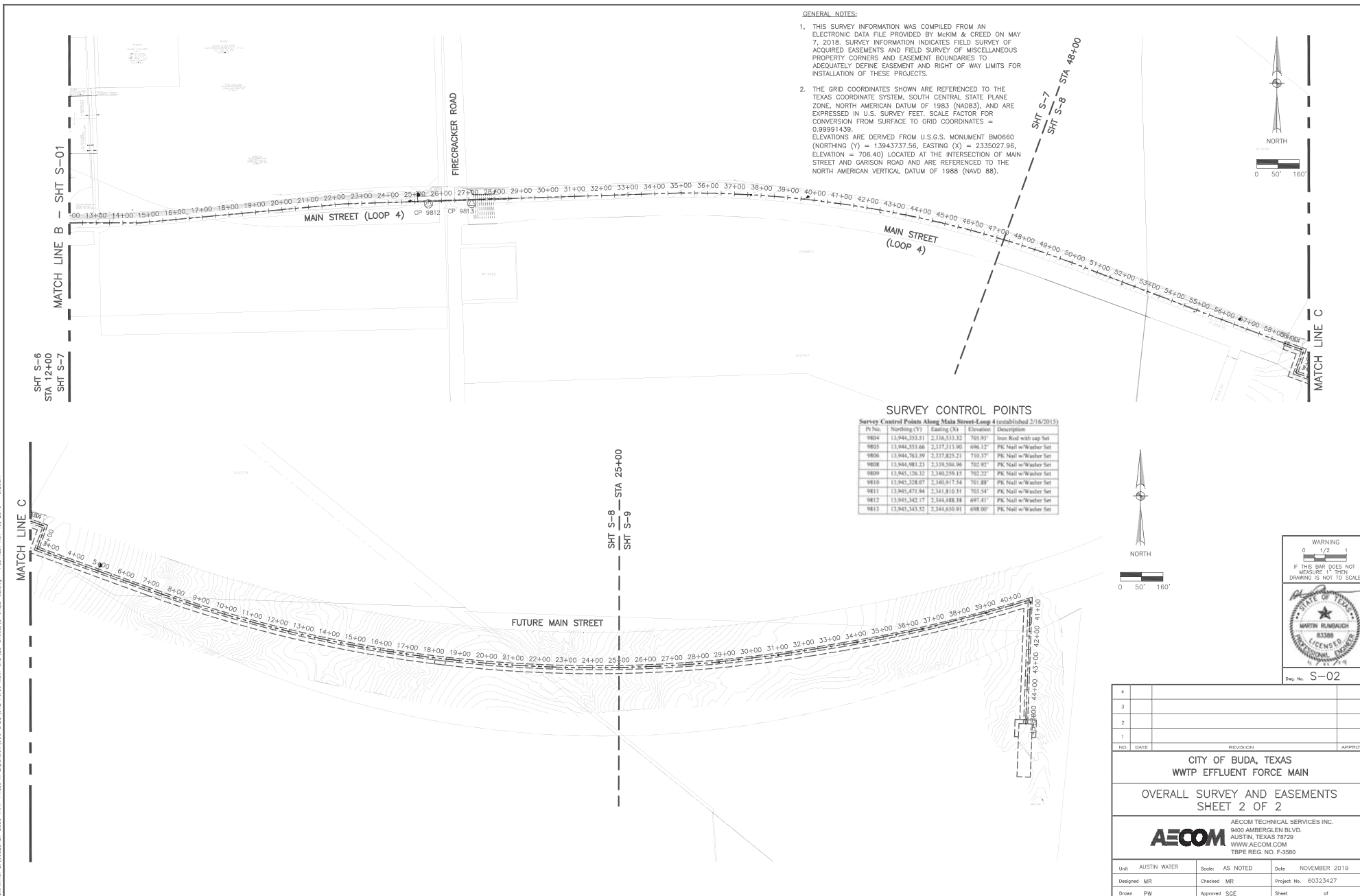
STA 53+00 TO STA 58+64

AECOM

AECOM TECHNICAL SERVICES INC.
4400 AMBERGLEN BLVD.
AUSTIN, TEXAS 78729
WWW.AECOM.COM
TIFR REG. NO. F-3580

DATE	NOV-15-2019	APPROVED
DESIGNED	MR	CHECKED
DRAWN	PJ	APPROVED

DATE: NOVEMBER 2019
Project No. 60333427
Sheet 01



GENERAL NOTES:

1. THIS SURVEY INFORMATION WAS COMPILED FROM AN ELECTRONIC DATA FILE PROVIDED BY MOHR & CREED ON MAY 7, 2018. SURVEY INFORMATION INDICATES FIELD SURVEY OF ACQUIRED EASEMENTS AND FIELD SURVEY OF MISCELLANEOUS PROPERTY CORNERS AND EASEMENT BOUNDARIES TO ADEQUATELY DEFINE EASEMENT AND RIGHT OF WAY LIMITS FOR INSTALLATION OF THESE PROJECTS.
2. THE GRID COORDINATES SHOWN ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL STATE PLANE ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), AND ARE EXPRESSED IN U.S. SURVEY FEET. SCALE FACTOR FOR CONVERSION FROM SURFACE TO GRID COORDINATES = 0.99991439. ELEVATIONS ARE DERIVED FROM U.S.G.S. MONUMENT BM0660 (NORTHING (Y) = 13943737.56, EASTING (X) = 2335027.96, ELEVATION = 706.40) LOCATED AT THE INTERSECTION OF MAIN STREET AND GARISON ROAD AND ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

SURVEY CONTROL POINTS

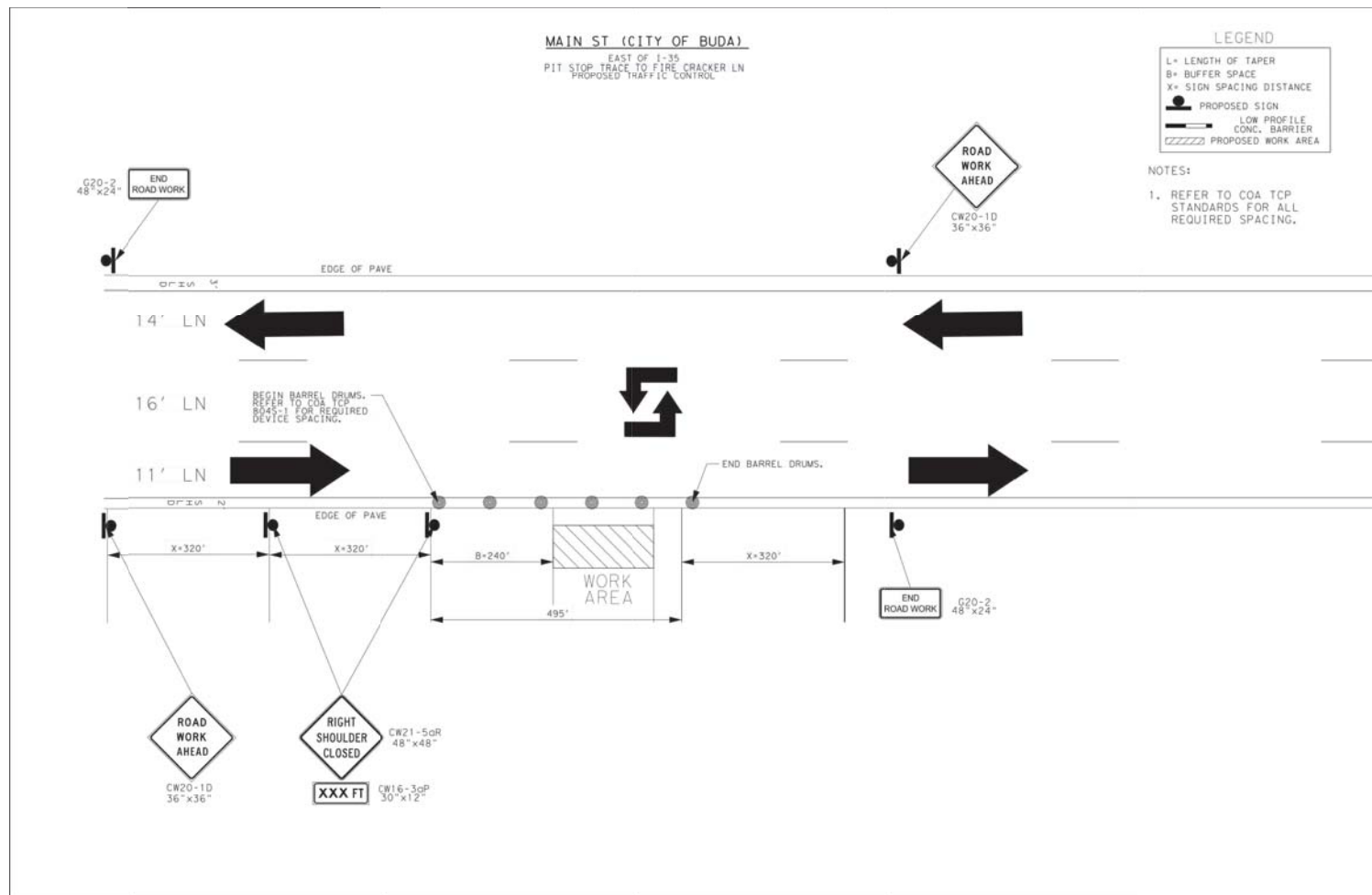
Pt. No.	Northing (Y)	Easting (X)	Elevation	Description
9804	13,944,353.51	2,334,513.32	705.91'	Iron Rod with cap Set
9805	13,944,553.66	2,337,113.90	696.12'	PK Nail w/Washer Set
9806	13,944,763.99	2,337,825.21	710.37'	PK Nail w/Washer Set
9808	13,944,981.23	2,339,564.96	702.92'	PK Nail w/Washer Set
9809	13,945,156.15	2,340,359.85	702.52'	PK Nail w/Washer Set
9810	13,945,328.07	2,340,917.54	701.88'	PK Nail w/Washer Set
9811	13,945,471.84	2,341,810.31	703.54'	PK Nail w/Washer Set
9812	13,945,342.17	2,344,488.38	697.81'	PK Nail w/Washer Set
9813	13,945,343.52	2,344,650.91	698.00'	PK Nail w/Washer Set



Rev. No. S-02

4			
3			
2			
1			
NO.	DATE	REVISION	APPROV.
CITY OF BUDA, TEXAS WWTP EFFLUENT FORCE MAIN			
OVERALL SURVEY AND EASEMENTS SHEET 2 OF 2			
AECOM AECOM TECHNICAL SERVICES INC. 9400 AMBERGLEN BLVD. AUSTIN, TEXAS 78729 WWW.AECOM.COM TBP REG. NO. F-3580			
Unit	AUSTIN WATER	Scale	AS NOTED
Designed	MR	Checked	MR
Drawn	PW	Approved	SGE
Date	NOVEMBER 2019	Project No.	60323427
		Sheet	of

DRAWING: E:\03023427_Buda_WWTP_Phase III Expansion\JWD CAD\03023427 Force Main-CAD\3D-Sheet\TC-01.dwg PLOTTED: Nov 19, 2019 - 9:26am



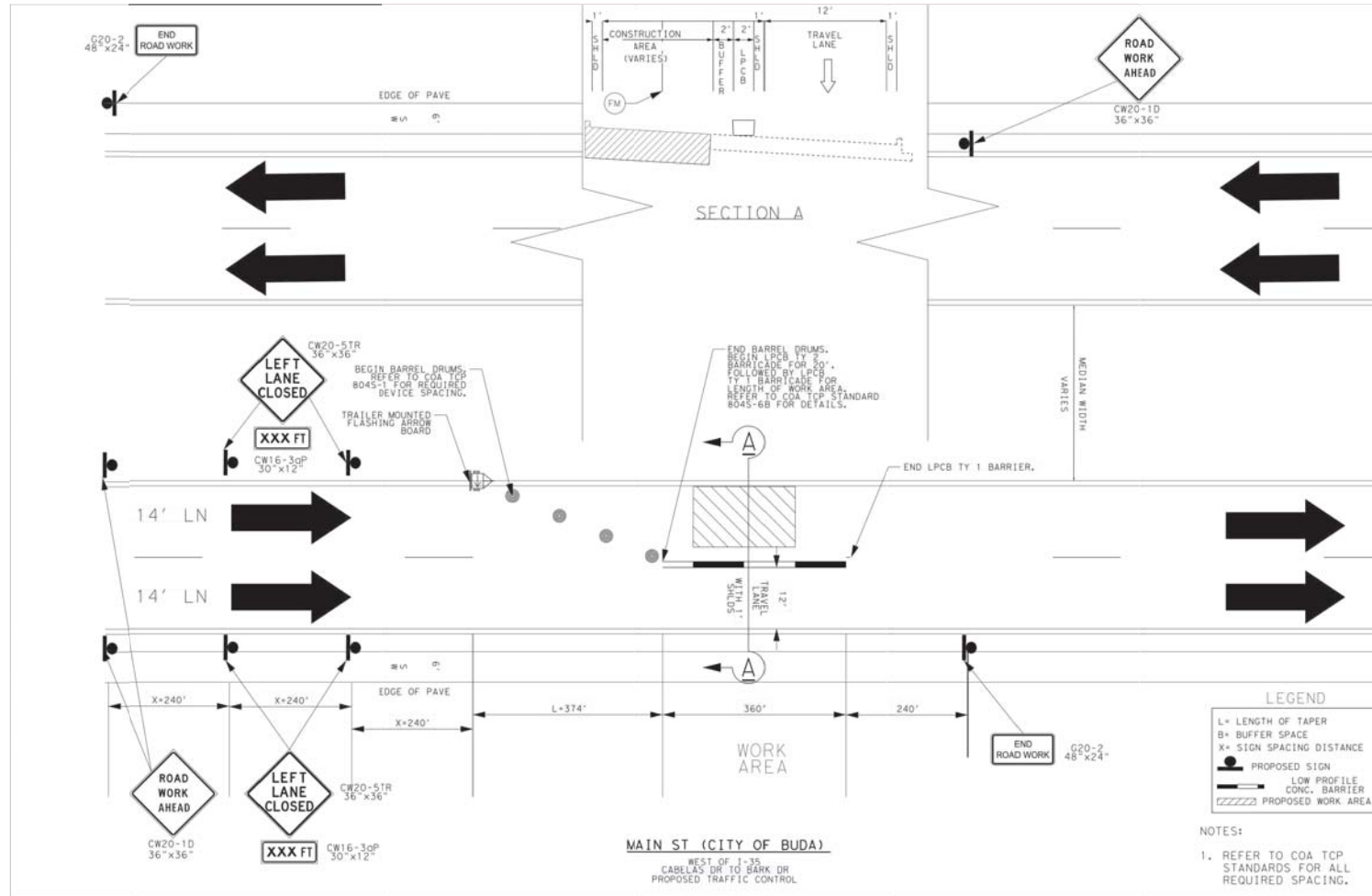
GENERAL NOTES:

1. TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PRIOR TO START OF WORK.
2. TYPICAL TRAFFIC CONTROL PROCEDURES ARE DEFINED IN TWO LOCATIONS ALONG AND NEAR MAIN STREET - WORK ZONES EAST OF IH-35 AND WORK ZONES WEST OF IH-35.
3. CONTRACTOR SHALL ADJUST LOCATIONS OF TRAFFIC CONTROL DEVICES AS CONSTRUCTION PROGRESSES TO MAINTAIN COMPLIANCE WITH THE DEFINED TRAFFIC CONTROL REQUIREMENTS.



4			
3			
2			
1			
NO.	DATE	REVISION	APPROV.
CITY OF BUDA, TEXAS WWTP EFFLUENT FORCE MAIN			
TRAFFIC CONTROL SHEET 1 OF 2			
AECOM AECOM TECHNICAL SERVICES INC. 9400 AMBERGLEN BLVD. AUSTIN, TEXAS 78729 WWW.AECOM.COM TBP REG. NO. F-3580			
Unit	AUSTIN WATER	Scale	NTS
Designed	EAH	Checked	MR
Drawn	AW	Approved	SGE
Date	NOVEMBER 2019	Project No.	60323427
		Sheet	of

DRAWING: E:\00323427_Buda_WWTP_Phase III Expansion\000 CAD\03D-Sheet\TC-02.dwg PLOTTED: Nov 19, 2019 - 9:27am



TRAFFIC CONTROL
MAIN STREET - CITY OF BUDA, TEXAS
(WEST OF IH-35)

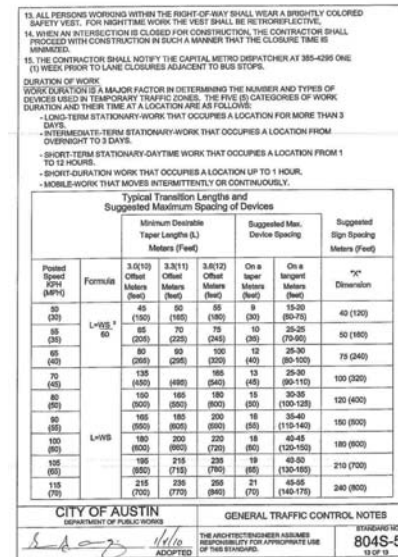
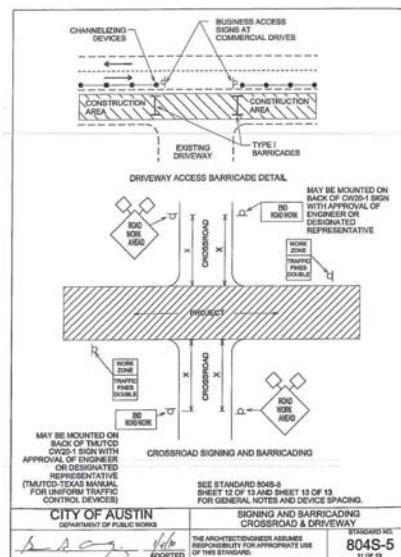
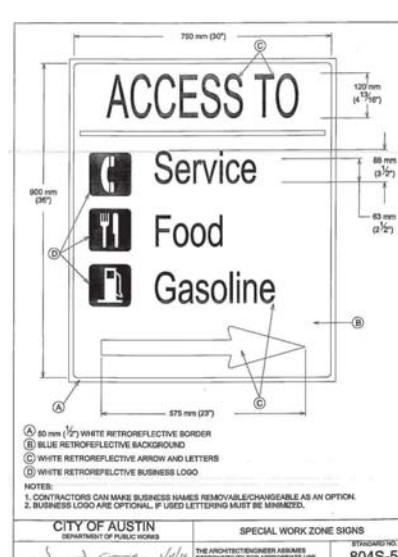
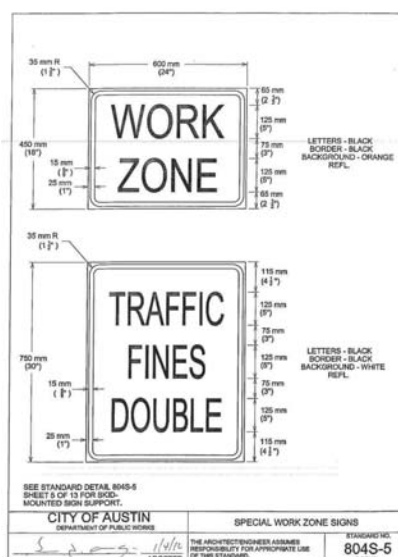
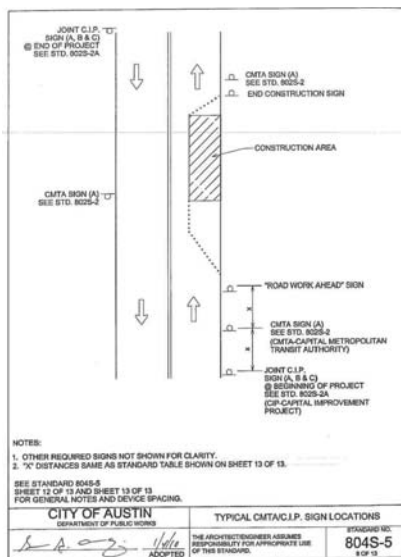
NTS

GENERAL NOTES:

1. TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PRIOR TO START OF WORK.
2. TYPICAL TRAFFIC CONTROL PROCEDURES ARE DEFINED IN TWO LOCATIONS ALONG AND NEAR MAIN STREET - WORK ZONES EAST OF IH-35 AND WORK ZONES WEST OF IH-35.
3. CONTRACTOR SHALL ADJUST LOCATIONS OF TRAFFIC CONTROL DEVICES AS CONSTRUCTION PROGRESSES TO MAINTAIN COMPLIANCE WITH THE DEFINED TRAFFIC CONTROL REQUIREMENTS.



4			
3			
2			
1			
NO.	DATE	REVISION	APPROV.
CITY OF BUDA, TEXAS WWTP EFFLUENT FORCE MAIN			
TRAFFIC CONTROL SHEET 2 OF 2			
AECOM AECOM TECHNICAL SERVICES INC. 9400 AMBERGLEN BLVD. AUSTIN, TEXAS 78729 WWW.AECOM.COM TBP REG. NO. F-3580			
Unit	AUSTIN WATER	Scale	NTS
Designed	EAH	Checked	MR
Drawn	AW	Approved	SGE
Date	NOVEMBER 2019	Project No.	60323427
		Sheet	of



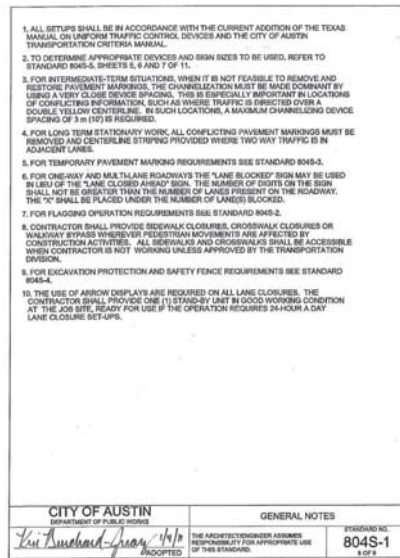
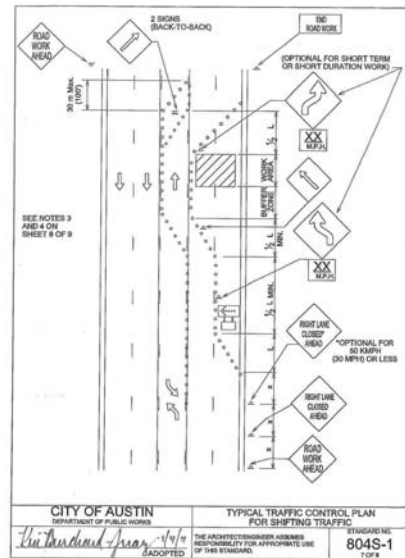
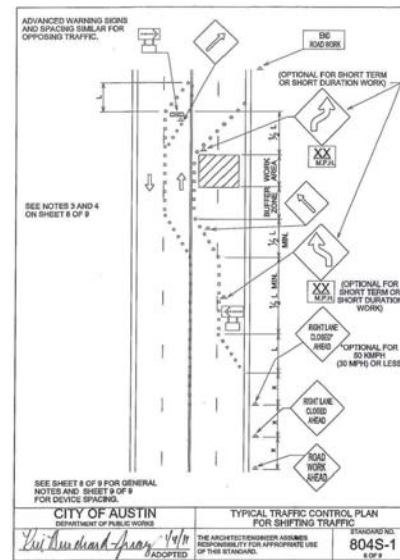
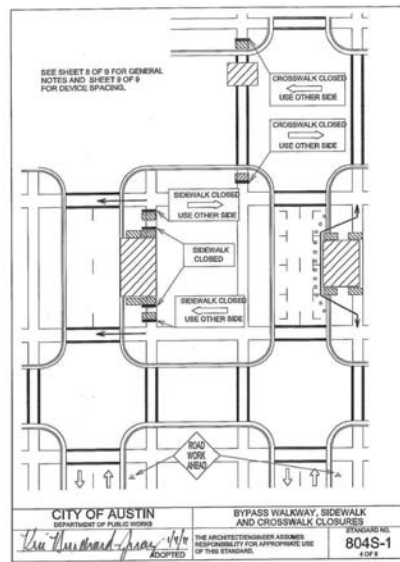
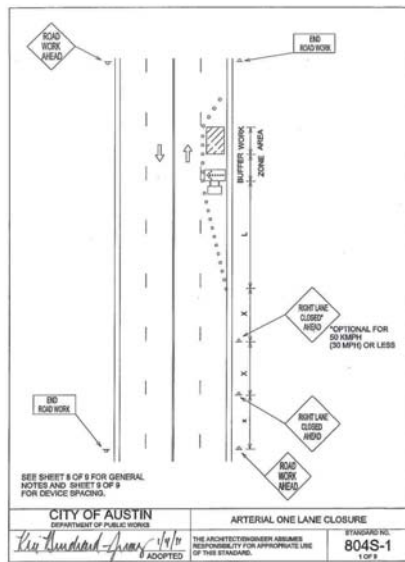
NO.	DATE	REVISION	APPROV.
4			
3			
2			
1			

CITY OF BUDA, TEXAS
WWTP EFFLUENT FORCE MAIN

STANDARD DETAILS
SHEET - 2

AECOM
AECOM TECHNICAL SERVICES INC.
9400 AMBERGLEN BLVD.
AUSTIN, TEXAS 78729
WWW.AECOM.COM
TBPB REG. NO. F-3580

Unit: AUSTIN WATER Scale: NTS Date: NOVEMBER 2019
Designed: DH Checked: MR Project No: 60323427
Drawn: AW Approved: SGE Sheet: of



Typical Transition Lengths and Suggested Maximum Spacing of Devices

Speed KMPH	Posted Speed MPH	Formula	Minimum Desirable Taper Lengths (L) Meters (Feet)		Suggested Max. Device Spacing		Suggested Sign Spacing Meters (Feet)
			3.0/3.1/1 Offset Meters (Feet)	3.0/3.2 Offset Meters (Feet)	On a taper Meters (Feet)	On a taper Meters (Feet)	"X" Determines
50	30	L=100' 60	45 (135)	50 (150)	15 (45)	10 (30)	40 (130)
50	35		65 (200)	75 (225)	15 (45)	10 (30)	50 (165)
50	40		80 (240)	90 (270)	15 (45)	10 (30)	75 (240)
70	45	L=150'	135 (405)	150 (450)	15 (45)	10 (30)	100 (330)
70	50		150 (450)	180 (540)	15 (45)	10 (30)	120 (400)
70	55		180 (540)	210 (630)	15 (45)	10 (30)	150 (500)
95	60	L=150'	180 (540)	210 (630)	15 (45)	10 (30)	150 (500)
105	65		210 (630)	240 (720)	15 (45)	10 (30)	210 (700)
115	70		210 (630)	240 (720)	15 (45)	10 (30)	240 (800)

LEGEND

- ☐ Channelizing devices
- ☒ Thru mounted flashing arrow board
- ☐ Flagger

CITY OF AUSTIN
DEPARTMENT OF PUBLIC WORKS

DEVICE SPACING

STANDARD NO.

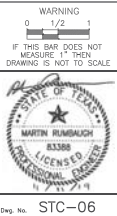
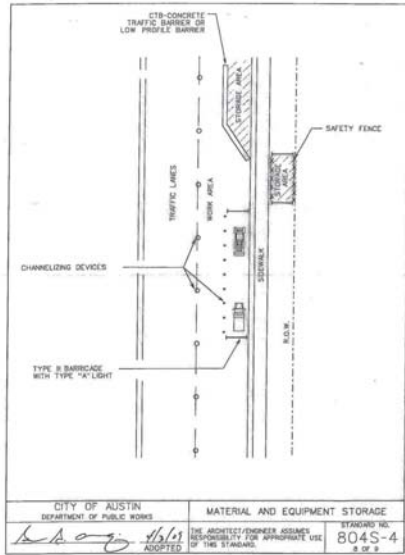
804S-1

ADOPTED

THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR APPROPRIATE USE OF
THIS STANDARD.



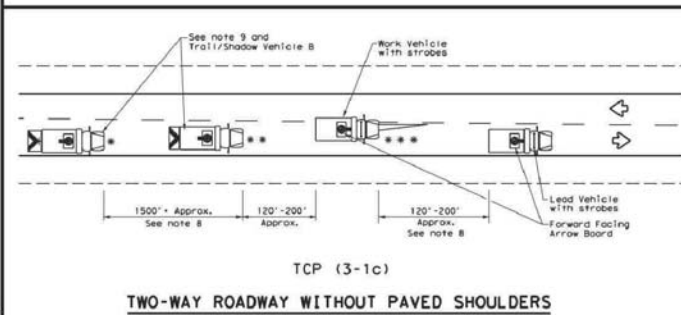
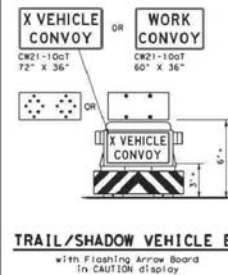
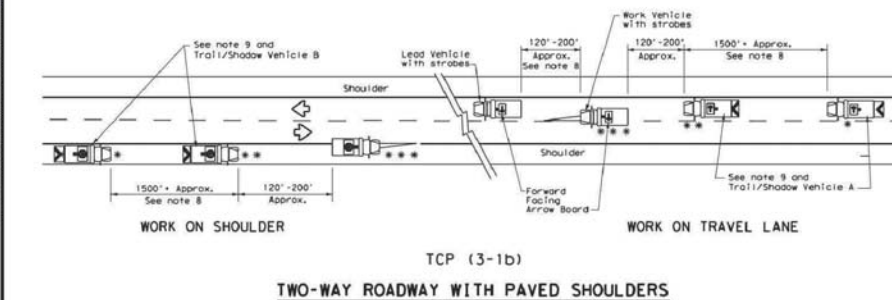
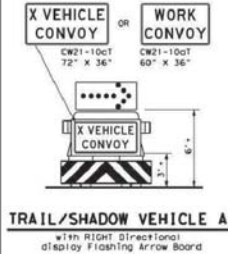
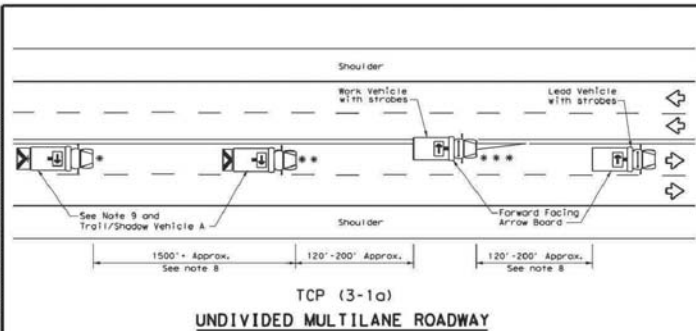
4			
3			
2			
1			
NO.	DATE	REVISION	APPROV.
CITY OF BUDA, TEXAS WWTP EFFLUENT FORCE MAIN			
STANDARD DETAILS SHEET - 3			
AECOM AECOM TECHNICAL SERVICES INC. 9400 AMBERGLEN BLVD. AUSTIN, TEXAS 78729 WWW.AECOM.COM TBP REG. NO. F-3580			
Unit	AUSTIN WATER	Scale	NTS
Designed	EAH	Checked	MR
Drawn	AW	Approved	SGE
Date	NOVEMBER 2019		
Project No.	60323427		
Sheet	of		



4				
3				
2				
1				
NO.	DATE	REVISION		APPROV.
CITY OF BUDA, TEXAS WWTP EFFLUENT FORCE MAIN				
STANDARD DETAILS SHEET — 6				
AECOM TECHNICAL SERVICES INC. 9400 AMBERGLEN BLVD. AUSTIN, TEXAS 78729 WWW.AECOM.COM TBP REG. NO. F-3580				
Unit	AUSTIN WATER	Scale:	NTS	Date NOVEMBER 2019
Designed	EAH	Checked	MR	Project No. 60323427
Drawn	AW	Approved	SGE	Sheet of

DISCLAIMER: This standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for any errors or omissions resulting from its use.

DATE: 11/19/19

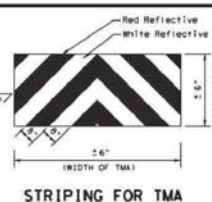


LEGEND	
* Trail Vehicle	ARROW BOARD DISPLAY
** Shadow Vehicle	RIGHT Directional
*** Work Vehicle	LEFT Directional
Heavy Work Vehicle	Double Arrow
Truck Mounted Attenuator (TMA)	CAUTION (Alternating Diamond or 4 Corner Flash)
Traffic Flow	

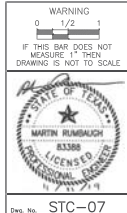
TYPICAL USAGE			
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	LONG TERM STATIONARY

GENERAL NOTES

1. TRAIL, SHADOW, and LEAD vehicles shall be equipped with arrow boards as illustrated. When a LEAD vehicle is not used the WORK vehicle must be equipped with an arrow board. The Engineer will determine if the LEAD VEHICLE and/or TRAIL VEHICLE are required based on prevailing roadway conditions, traffic volume, and sight distance restrictions.
2. The use of amber high intensity rotating, flashing, oscillating, or strobe lights on vehicles are required. Blue high intensity rotating, flashing, oscillating or strobe lights when mounted on the driver's side of the vehicle may be operated simultaneously with the amber beacons or strobe lights.
3. The use of truck mounted attenuators (TMA) on the SHADOW VEHICLE and TRAIL VEHICLE are required.
4. Reflective sheeting on the rear of the TMA shall meet or exceed the reflectivity and color requirements of DEPARTMENTAL MATERIAL SPECIFICATION DMS 8300, Type A.
5. Flashing arrow boards shall be Type B or Type C as per the Barricade and Construction (BC) standards. The board shall be controlled from inside the vehicle.
6. Each vehicle shall have two-way radio communication capability.
7. When work convoys must change lanes, the TRAIL VEHICLE should change lanes first to shadow the other convoy vehicles.
8. Vehicle spacing between the TRAIL VEHICLE and the SHADOW VEHICLE will vary depending on sight distance restrictions. Motorists approaching the work convoy should be able to see the TRAIL VEHICLE in time to slow down and/or change lanes as they approach the TRAIL VEHICLE. Vehicle spacing between the WORK VEHICLE and SHADOW VEHICLE and vehicle spacing between WORK VEHICLE and LEAD VEHICLE may vary according to terrain, work activity and other factors.
9. "X VEHICLE CONVOY" (CW21-100T) or "WORK CONVOY" (CW21-100T) signs shall be used on TRAIL VEHICLES and SHADOW VEHICLES as shown. As an option 48" x 48" diamond shaped "WORK CONVOY" (CW21-10T) or "X VEHICLE CONVOY" (CW21-100T) signs may be used where adequate mounting space exists. When used, the X VEHICLE CONVOY sign shall have the number of the convoy vehicles displayed on the sign in the number designation "X" location. The "X VEHICLE CONVOY" sign shall not be used on the SHADOW VEHICLE if a TRAIL VEHICLE is used.
10. On two-lane two-way roadways, the work and protection vehicles should pull over periodically to allow motor vehicle traffic to pass. If motorists are not allowed to pass the work convoy, a "DO NOT PASS" (R4-11) sign should be placed on the back of the rearmost protection vehicle.



 Texas Department of Transportation		Traffic Operations Division Standard
TRAFFIC CONTROL PLAN MOBILE OPERATIONS UNDIVIDED HIGHWAYS		
TCP (3-1)-13		
FILED: 4-1-13 01/10/01 December 1985 REVISIONS: 2-94 4-98 6-95 7-13 1-97 11/19	DATE: 11/19/19 TIME: 10:00 AM JOB: 60323427 COUNTY: BUDA SHEET NO.: 7	DATE: 11/19/19 TIME: 10:00 AM JOB: 60323427 COUNTY: BUDA SHEET NO.: 7



NO.	DATE	REVISION	APPROV.
4			
3			
2			
1			

CITY OF BUDA, TEXAS
WWTP EFFLUENT FORCE MAIN

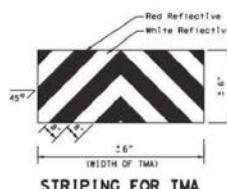
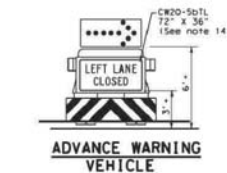
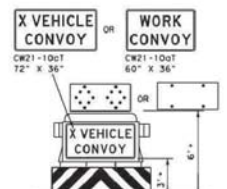
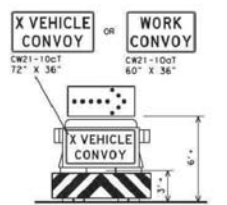
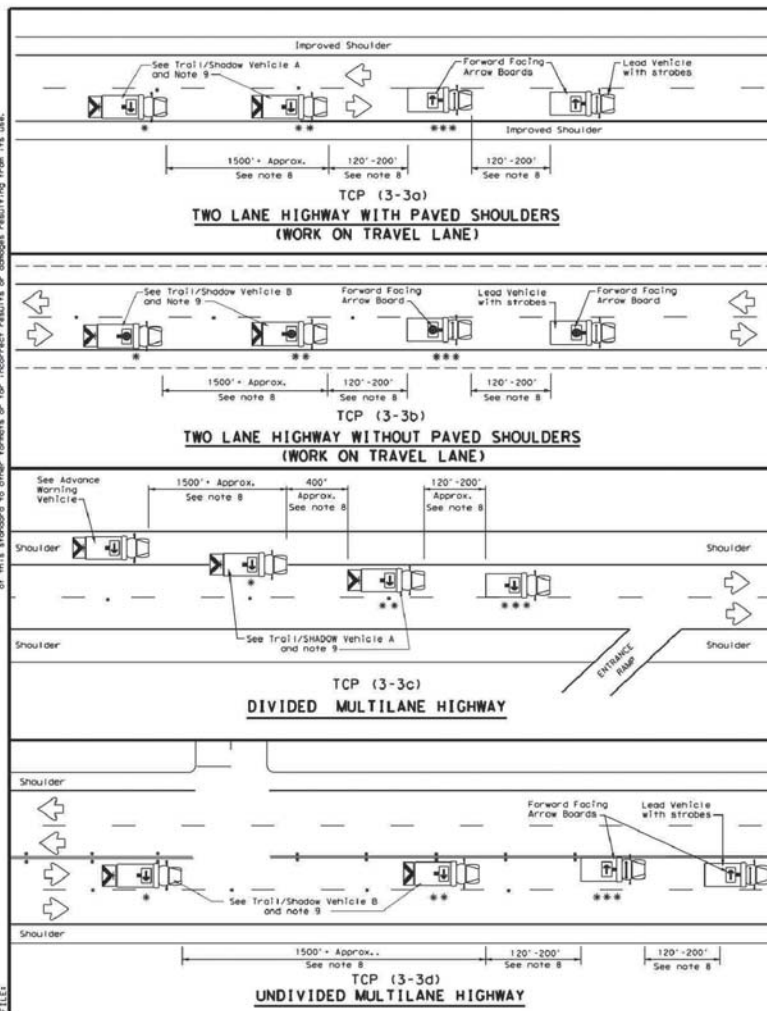
STANDARD DETAILS
SHEET - 7

AECOM TECHNICAL SERVICES INC.
9400 AMBERGLEN BLVD.
AUSTIN, TEXAS 78729
WWW.AECOM.COM
TBP REG. NO. F-3580

Unit	AUSTIN WATER	Scale	NTS	Date	NOVEMBER 2019
Designed	EAH	Checked	MR	Project No.	60323427
Drawn	AW	Approved	SGE	Sheet	of

DISCLAIMER: This standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other units of measure or for any errors or omissions resulting from the use of this standard.

DATE: 11/19/2019



LEGEND	
* Trail Vehicle	ARROW BOARD DISPLAY
** Shadow Vehicle	
*** Work Vehicle	RIGHT Directional
Heavy Work Vehicle	LEFT Directional
Truck Mounted Attenuator (TMA)	Double Arrow
Traffic Flow	CAUTION (Alternating Diamond or 4 Corner Flag)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓				

GENERAL NOTES

1. TRAIL, SHADOW, and LEAD vehicles shall be equipped with arrow boards as illustrated. When a LEAD vehicle is not used on two-way roads the WORK vehicle must have an arrow board. For divided roadways, the arrow board on the WORK vehicle is optional based on the type of work being performed. The Engineer will determine if the LEAD vehicle and/or TRAIL vehicle are required based on prevailing roadway conditions, traffic volume, and sight distance restrictions.
2. The use of amber high intensity rotating, flashing, oscillating, or strobe lights on vehicles are required. Blue high intensity rotating, flashing, oscillating, or strobe lights when mounted on the driver's side of the vehicle may be operated simultaneously with the amber beacons or strobe lights.
3. The use of truck mounted attenuators (TMA) on the SHADOW VEHICLE, ADVANCE WARNING and TRAIL VEHICLE are required.
4. Reflective sheeting on the rear of the TMA shall meet or exceed the reflectivity and color requirements of DEPARTMENTAL MATERIAL SPECIFICATION DMS 8300, Type A.
5. Flashing arrow boards shall be Type B or Type C as per the Barricade and Construction (BC) standards. The board shall be controlled from inside the vehicle.
6. Each vehicle shall have two-way radio communication capability.
7. When work convoys must change lanes, the TRAIL VEHICLE should change lanes first to shadow the other convoy vehicles.
8. Vehicle spacing between the TRAIL VEHICLE and the SHADOW VEHICLE will vary depending on sight distance restrictions. Motorists approaching the convoy should be able to see the TRAIL VEHICLE in time to slow down and/or change lanes as they approach the TRAIL VEHICLE. Vehicle spacing between the WORK VEHICLE and SHADOW VEHICLE and vehicle spacing between WORK VEHICLE and LEAD VEHICLE may vary according to terrain, work activity and other factors.
9. X VEHICLE CONVOY (CW21-10a7) or WORK CONVOY (CW21-10a7) signs shall be used on TRAIL VEHICLES and SHADOW VEHICLES as shown. As an option 48" x 48" diamond shaped WORK CONVOY (CW21-10T) or X VEHICLE CONVOY (CW21-10a7) signs may be used where adequate mounting space exists. When used, the X VEHICLE CONVOY sign shall have the number of the convoy vehicles displayed on the sign in the number designation "x" location. The X VEHICLE CONVOY sign shall not be used on the SHADOW VEHICLE if a TRAIL VEHICLE is used.
10. For divided highways with two or three lanes in one direction, the appropriate LEFT LANE CLOSED (CW20-50TL), RIGHT LANE CLOSED (CW20-50TR), or CENTER LANE CLOSED (CW20-50C) sign should be used on the Advance Warning Vehicle. As an option, a portable changeable message sign (PCMS) or truck mounted changeable message sign (TMCM) with a minimum character height of 12", and displaying the same legend may be substituted for these signs. An appropriate directional arrow display, simulating the size and legibility of the flashing arrow board may be used in the second phase of the PCMS/TMCM message. When this is done, the arrow board will not be required on the Advance Warning Vehicle.
11. A double arrow shall not be displayed on the arrow board on the Advance Warning Vehicle.
12. For divided highways with three or four lanes in each direction, use TCP (3-21).
13. Standard diamond shape versions of the CW20-5 series signs may be used as an option if the rectangular signs shown are not available.
14. The Advance Warning Vehicle may straddle the edge line when Shoulder width makes it necessary.
15. On two-lane two-way roadways, the work and protection vehicles should pull over periodically to allow motor vehicle traffic to pass. If motorists are not allowed to pass the work convoy, a DO NOT PASS (R4-1) sign should be placed on the back of the rearmost protection vehicle.

Texas Department of Transportation
Traffic Operations Division Standard

**TRAFFIC CONTROL PLAN
MOBILE OPERATIONS
RAISED PAVEMENT
MARKER INSTALLATION/
REMOVAL
TCP (3-31) - 14**

DATE: 10-03-2019	BY: TCDT	ON: 10-03-2019	BY: TCDT	ON: 10-03-2019
REVISED: 09-01-2019	BY: TCDT	ON: 09-01-2019	BY: TCDT	ON: 09-01-2019
2-04 4-08	2-04 4-08	2-04 4-08	2-04 4-08	2-04 4-08
1-05 7-15	1-05 7-15	1-05 7-15	1-05 7-15	1-05 7-15
1-07 7-14	1-07 7-14	1-07 7-14	1-07 7-14	1-07 7-14
177				

WARNING
0 1/2" 1"
IF THIS BAR DOES NOT
MEASURE 1" THEN
DRAWING IS NOT TO SCALE



Proj. No. STC-08

NO.	DATE	REVISION	APPROV.
4			
3			
2			
1			

CITY OF BUDA, TEXAS
WWTP EFFLUENT FORCE MAIN

STANDARD DETAILS
SHEET - 8

AECOM
AECOM TECHNICAL SERVICES INC.
9400 AMBERGLEN BLVD.
AUSTIN, TEXAS 78729
WWW.AECOM.COM
TBPB REG. NO. F-3580

Unit	AUSTIN WATER	Scale	NTS	Date	NOVEMBER 2019
Designed	EAH	Checked	MR	Project No.	60323427
Drawn	AW	Approved	SGE	Sheet	of



Hays County Commissioners Court

Date: 01/02/2024

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the execution of a First Amendment to the Professional Services Agreement with W.D. Brown & Associates, PLLC regarding financial investigation services and data analytics and amend the budget accordingly; and authorize a discretionary exemption pursuant to Government Code Ch. 2254.002 (2)(A)(x). **INGALSBE**

Summary:

Fiscal Impact:

Amount Requested:\$25,000

Line Item Number: 001-618-00.5448

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Possible funding source county-wide contingencies.

\$13,785 - Increase Sheriff's Office Contract Services 001-618-00.5448

(\$13,785) - Decrease Co-wide Contingencies 001-645-00.5399

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Discretionary Exemption pursuant to Government Code 2254.002 (2)(A)(x) forensic science

Auditor's Office:

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

First Amendment to Brown PSA

Brown PSA

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
HAYS COUNTY AND W.D. BROWN & ASSOCIATES, PLLC**

This First Amendment to the Professional Services Contract between Hays County and W.D. Brown & Associates, PLLC ("First Amendment"), attached as Exhibit "A" effective September 5, 2023 ("Agreement") is made this 2nd day of January, 2024 and effective November 1, 2023, by and between Hays County, a political subdivision of the State of Texas (herein referred to as "County"), and W.D. Brown & Associates, PLLC (herein referred to as "Contractor"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

Section 5 of the Agreement shall be amended to reflect the following modifications. All struck through language shall be omitted and all underlined language shall be included.

Contractor will be compensated for the Work on a per-hour basis, as well as reimbursables, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit "B." Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed ~~Twenty Five Thousand Dollars (\$25,000.00 USD)~~ Fifty Thousand Dollars (\$50,000.00 USD) annually for the Work performed under this Agreement.

EXCEPT FOR THE ABOVE MODIFICATION, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This First Amendment to the Professional Services Agreement between Hays County and W.D. Brown & Associates, PLLC is hereby executed this 2nd day of January, 2024, and effective November 1, 2023, as is evidenced by the authorized signatures of the Parties, below.

W.D. BROWN & ASSOCIATES, PLLC

HAYS COUNTY, TEXAS

By: _____
Title: _____

**RUBEN BECERRA
COUNTY JUDGE**

ATTEST: _____
**ELAINE CARDENAS
HAYS COUNTY CLERK**

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the “County”) with administrative offices at 111 E. San Antonio Street, Suite 300, San Marcos, Texas 78666, and **W.D. BROWN & ASSOCIATES, PLLC**, (hereinafter “Contractor”), whose primary place of business is located at 3307 Valiant Drive, Dallas, Texas 78229, hereby enter into this Professional Services Agreement (hereinafter “Agreement”) effective the 5th day of September, 2023 (hereinafter “Effective Date”). The County and Contractor (collectively “the parties to this Agreement” or “the parties”) agree as follows:

1. OVERVIEW

Contractor shall provide services related to assisting the Hays County Sheriff’s Office with forensic financial investigation services, data analytics, and litigation support.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County’s instructions and, in particular, the instructions of the Hays County Sheriff and his designees, and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit “A”, and any subsections of Exhibit “A”, if as and when they are attached hereto and signed by the parties (collectively “the Work”). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits “A” and/or “C”), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit “C”, attached hereto.

4. DURATION

The parties agree that the Work shall be performed on an as-needed basis. The initial term of the Agreement is for one (1) year from the Effective Date, and shall automatically renew, on an annual basis, unless otherwise terminated by either party with at least thirty (30) days written notice.

5. COMPENSATION

Contractor will be compensated for the Work on a per-hour basis, as well as reimbursables, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit “B.” Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed Twenty-Five Thousand Dollars (\$25,000.00 USD) annually for the Work performed under this Agreement.

6. PAYMENT

Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below.

7. NOTICE OF COMPLETION

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: County Judge, 111 E. San Antonio Street, Suite 300, San Marcos, Texas 78666; <judge.becerra@co.hays.tx.us>.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its business email address of <wdbrown1@sbcglobal.net>.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the County as co-insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "D." A true copy of each new Certificate of Liability Insurance shall be provided to the County within seven (7) days of the new policy date at the following address: Hays County Courthouse, Attn: Hays County Criminal District Attorney's Office, 111 East San Antonio Street, Suite 202, San Marcos, Texas 78666.

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

13. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled “Overview,” shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

19. ASSIGNMENT

Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party’s prior written consent thereto.

20. BINDING EFFECT

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

21. ENTIRE AGREEMENT; AMENDMENT

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

22. WORK PRODUCT


Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

23. TERMINATION BY COUNTY

This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

Signatures by the parties to this Professional Services Agreement follow on the next page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.



Hays County, Texas

By: Ruben Becerra

Hays County Judge



W.D. Brown & Associates, PLLC

By: William D. Brown_____
Contractor

EXHIBIT A

Scope of Work

- Contractor shall provide forensic financial and investigative services, data analytics, and related litigation support services for the Hays County Sheriff's Office.
- Contractor shall provide expert testimony, when necessary, related to such above-mentioned services.

EXHIBIT B

Fee Schedule

Forensic Accountant Rate (including any required testimony): \$275 per hour

Forensic Staff Rate: \$125 per hour

Paraprofessional Staff Rate: \$75 per hour

Reimbursement for Lodging, Mileage, and Meals: Must provide all applicable receipts; reimbursement not to exceed IRS guidelines for per diem rates for business travel in place on the date the cost is incurred.

Reimbursement for Photocopying and Delivery Services: Must provide all applicable receipts; reimbursement at actual cost.

-- EXHIBIT "C" --

Additional Terms to the Services provided by Contractor, if any, are as follows:

A. N/A

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____

EXHIBIT D

Certificate of Insurance



Hays County Commissioners Court

Date: 01/02/2024

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Approve the specifications for RFP 2024-P03 Countywide Project Management Services and authorize Purchasing to solicit for proposals and advertise. **BECERRA/HUNT**

Summary

Hays County, Texas ("County") is seeking a well-qualified and experienced Project Management Firm(s) to provide comprehensive Project Management services in support of current and future budgeted projects for Hays County, on an as-needed basis.

Attachments

RFP 2024-P03 Solicitation



SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
712 S. Stagecoach Trail, Suite 1012
San Marcos, Texas 78666

Solicitation No.: RFP 2024-P03 Countywide Project Management Services		Date Issued: January 4, 2024	
SOLICITATION			
Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until: 11:00 a.m. local time January 26, 2024. Proposals received after the time and date set for submission will be returned unopened.			
For information please email: purchasing@co.hays.tx.us		Questions concerning this RFP must be received in writing no later than 5:00 January 11, 2024.	Phone No.: (512) 393-2278
OFFER (Must be fully completed by Respondent)			
In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments. MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.			
Respondent		Respondent's Authorized Representative	
Entity Name:		Name:	
Mailing Address:		Title:	
		Email Address:	
		Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			
NOTICE OF AWARD (To be completed by County)			
Funding Source:	Awarded as to item(s):	Contract Amount:	
Vendor:		Term of Contract:	
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:	
Important: Award notice may be made on this form or by other Authorized official written notice.			
	Hays County Judge	Date	
	Hays County Clerk	Date	

Table of Contents

Solicitation, Offer and Award.....	1
I. RFP Submittal Checklist	3
II. Summary	4
III. Specifications	6
A. Introduction.....	6
B. Scope of Work	6
C. Cost Proposal.....	9
D. Qualifications.....	9
E. Proposal Requirements	9
F. Evaluation Criteria	11
G. Submittal Requirements.....	11
H. Award of Contract	12
I. Warranty of Performance	14
IV. General Terms and Conditions for Solicitations	15
V. Vendor Reference Form.....	24
VI. Certificate of Interested Parties.....	25
VII. Conflict of Interest Questionnaire	26
VIII. Code of Ethics	28
IX. HUB Practices.....	29
X. House Bill 89 Verification.....	31
XI. Senate Bill 252 Certification.....	32
XII. Debarment and Licensing Certification	33
XIII. Vendor/Bidder's Affirmation	34
XIV. Federal Affirmation and Solicitation Acceptance	35
XV. Related Party Disclosure Form.....	39

I. RFP Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies documents that **MUST** be submitted for the bid/proposal/SOQ to be considered responsive, as well as the required forms requested by Hays County.

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

The following forms MUST be returned for the bid/proposal/SOQ to be considered responsive:

- ___ 1. Proposal & Solicitation, Offer and Award Form completed and signed
- ___ 2. Cost Proposal
- ___ 3. Vendor Reference Form

Required Forms by Hays County:

- ___ 1. Conflict of Interest Questionnaire completed and signed
- ___ 2. Code of Ethics signed
- ___ 3. HUB Practices signed
- ___ 4. House Bill 89 Verification signed and notarized
- ___ 5. Senate Bill 252 Certification
- ___ 6. Debarment & Licensing Certification signed and notarized
- ___ 7. Vendor/Bidder's Affirmation completed and signed
- ___ 8. Federal Affirmations and Solicitation Acceptance
- ___ 9. Related Party Disclosure Form
- ___ 10. System for Award Management (www.SAM.gov) Entity Registration Page
- ___ 11. Any addenda applicable to this solicitation

Hays County will accept bids/proposals/SOQ, by the stated due date by one of the following methods:

- ___ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered, within 24 hours of proposal due date, in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to: Hays County Purchasing, 712 S Stagecoach Trail, Suite 1012, San Marcos, TX 78666
OR
- ___ 2. One (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:
Hays County Purchasing, 712 S Stagecoach Trail, Suite 1012, San Marcos, TX 78666

II. Summary

- 1. Type of Solicitation:** Request for Proposal (RFP)
- 2. Solicitation Number:** RFP 2024-P03
Countywide Project Management Services
- 3. Issuing Office:** Hays County Purchasing Office
712 S. Stagecoach Trail, Suite 1012
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope
Manual: One (1) Original and one (1) digital copy on a thumb drive, or
Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received within 24 hours of due date.
- 5. Deadline for Responses:** In issuing office no later than:
January 26, 2024; 11:00 a.m. Central Time (CT)
- 6. Initial Contract Term:** February 2024 – January 2025
- 7. Optional Contract Terms:** five (5), one (1) year renewal options
- 8. Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
- 9. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than January 11, 2024; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this IFB, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.
- 10. Addenda** Any interpretations, corrections or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Vendor's

responsibility to acknowledge receipt of all addenda with proposal submission.

11. Contact with County Staff:

Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Vendor or its representatives. Failure of a Vendor or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Anticipated Schedule of Events

January 4, 2024	Issuance of RFP
January 11, 2024	Deadline for Submission of Questions (5:00 PM CT)
January 26, 2024	Deadline for Submission of Proposals (11:00 AM CT) Late proposals will not be accepted.
February 2024	Anticipated contract award date

III. Specifications

A. Introduction

Hays County, Texas ("County") is seeking a well-qualified and experienced Project Management Firm(s) to provide comprehensive Project Management services in support of current and future budgeted projects for Hays County, on an as-needed basis. County intends to award a contract to one or more firms who are deemed qualified. As individual projects requiring Project Management Services are developed, Hays County Department Directors, or Elected Officials, or the Commissioners Court, will choose one of the pre-qualified firms. The chosen firm will then negotiate a professional services agreement with Hays County to perform the required duties, which must be accepted and approved via Commissioners Court.

Be advised, being awarded under this RFP shall not be deemed as creating any type of contractual expectancy for the award of any contracts on the part of the County. This RFP is being assembled for the purpose of ensuring that the County has the ability to quickly negotiate contracts with competent and qualified entities in an efficient manner when upcoming projects are deemed necessary to proceed.

B. Scope of Work

The scope of procurement is to employ Project Management Firm(s) to act as a representative of Hays County and assist through all phases of the projects requested by the County. The Project Manager shall not in any respect serve as a General Contractor, or Sub-Contractor for any projects.

The following is a list of services to be provided by the Project Manager and is not intended to be all inclusive. Services and tasks that are necessary to achieve all Hays County projects are also included and will be required in accordance with Project Management Best Practices. Also included, whether enumerated or not, are services and tasks necessary to comply with applicable federal, state and local laws and regulations. Depending on the project, Hays County will appoint a point of contact person responsible for coordinating the County's design & Construction needs.

All Phases – General Services Required

The following services are general in nature and are required during all phases of the projects:

- Serve as a representative of the Hays County during all phases of each project.
- Consult with the Hays County Commissioners Court, upon request, for the purpose of reviewing the status of the project(s), and for the purpose of developing strategies necessary to achieve the goals of the County.
- The Project Manager will oversee and manage all aspects of these projects and report to County on a weekly basis. Reviews to be provided include all aspects of the planning, development, architecture, engineering, design including renderings, procurement and construction management.
- The Project Manager will review and update the County on the overall master program schedule, overall master project schedule, and incorporate the specific construction schedules when appropriate. These schedules should include every aspect of the project(s).
- Provide general administrative management of the construction management tasks. Such as but not limited to architectural, engineering, scheduling, cost estimating, construction administration, warranty phase support and all other services necessary to complete the project.
- Services shall be comprehensive in nature and will include in depth review of programming, conceptual design, schematic design, design development, design renderings, and final construction documents.
- Specialized professional services may be required including, but not limited to: life cycle costing; utility infrastructure design; interior design; acoustics; lighting; interior wayfinding signage and graphics; and landscape design.

- Develop and maintain (in cooperation with Hays County), a monthly reporting document that indicates the status of the project in terms of percentage of completion, cost per square foot, approved change orders, schedule, etc.
- Provide suggested modifications to the scope of the project(s).
- Work with County awarded contractors, i.e. electrical, plumbing, HVAC, when warranted.
- Assist the County in locating property needed for future expansion projects and securing the professional services (realtor, inspection, etc.) related to any such purchases and/or lease agreements.

Inception & Feasibility Phase

- Assist the County in developing a consensus as to the objectives and scope of project.
- Examine the environment and existing facilities.
- Provide a cost estimate with various options to assist in determining feasibility.
- Define Risks

Pre-Construction Phase

- Establish and maintain communication protocol between Hays County, Architect, Engineer, and General Contractor.
- Review design documents, drawings, specifications for constructability, scheduling, consistency and coordination.
- Notify Hays County of Design and Budget concerns throughout the design process.
- Develop detailed cost estimates at various phases of design, as desired.
- Assist the Purchasing Department, and the Architect/Engineer (A/E) Firm with the development, preparation and review of bid specifications for new projects throughout the County where Project Management services would be needed.
- Assist the Purchasing Department to answer any questions received to ensure complete understanding of the County's intent.
- Assist in the evaluation of bids/proposals received and offer recommendations.
 - Collect, organize, and analyze the data into a format conducive to receiving responses for inclusion in the analysis of the bids/ proposals.
 - Evaluate eligibility, cost sharing and benefits structure and network savings.
 - Evaluate cost containment alternatives to help control current and future plan costs in conjunction with the rate review.
 - Prepare a spreadsheet analysis of bids/proposals received so that a comparison can be made.
 - Prepare a narrative, with recommendations, discussing the bids/proposals and various options under consideration.
- Assist Purchasing and Legal Counsel with contract negotiations.
- Establish progress payments schedule for the construction work and other services, etc. of the project.
- Monitor and maintain all party's efforts for conformance to schedule and budget.
- Monitor contractors' progress with project start-up activities (mobilization, securing permits, providing submittal data, securing temporary utilities, etc.)
- Secure construction schedules from the contractor and review for compliance with the established project schedule.
- Incorporate the contractor's schedule within the overall project schedules and update same on a regular basis as determined by the owner.
- Coordinate with local Utilities, Cities, Entities, etc. on Hays County behalf.

Construction Phase

- Facilitate and oversee every aspect of the construction of the project to ensure successful execution.
- Establish and maintain communication protocol between Hays County, Architect/Engineer, and the General Contractor. Document all Communication during construction phase.
- Coordinate construction logistics between the General Contractor and Hays County.
- Attend, arrange and conduct a variety of meetings, as requested by Hays County.
- Review the safety programs of each contractor and make appropriate recommendations to ensure the safety of Hays County staff and taxpayers.
- In conjunction with the A/E Firm, implement procedures for submittals, change orders, pay requests, etc.
- Review Request for Information (RFI) and architect/engineer's supplemental instructions. Track submittals as required through completion of the process.
- Assist in developing priorities for adjusting scope of work to match funds availability and assist in coordination with Authorities Having Jurisdiction as necessary.
- Monitor overall budget and schedule and advise Hays County of any trends that affect the timely procedures and cost-effective completion of the Project.
- Coordinate third-party testing and/or inspection services with Hays County approved vendors.
- Review pay requests, adjust as needed, and certify for payment.
- Review and verify General Contractor's Project record drawings and schedule are updated to reflect all changes of work completed before each progress payment.
- Based on review of the project on a daily basis, make recommendations for rejection and correction of sub-standard work to A/E, and Hays County.
- Maintain force account records when work must be done prior to approval of change order.
- Assist in reviewing claims submitted, prepare cost estimates, and make recommendations for the Hays County approval.
- Assist with inspections and preparation of punch lists; walks with A/E to develop Subcontractor punch list, along with A/E punch list.
- Maintain thorough knowledge of the plans and specifications.
- Provide and monitor inspection of the construction as follows:
 - Frequently inspect the work for progress, workmanship, and conformance with the Contract Documents.
 - Review special inspection and material testing reports to verify conformance with the Contract Documents.
 - When work is found to be in non-conformance, document the deficiencies and promptly provide written notification of the deficiencies to the Architect/Engineer, Hays County and General Contractor.
 - Verify that deficiencies have been corrected and/or approved by applicable party.
 - Issue inspection deficiency list to the Architect/Engineer, Hays County and General Contractor. Conduct inspections and track deficiencies through correction.
- Coordinate the issuance of the certificates of Substantial/Final Completion.

Post-Construction Phase

- Coordinate and expedite transmittals of as-built drawings and record documents to Hays County and other entities as required.
- Secure copies of Occupancy certificates.
- Ensure that operations and maintenance manuals and records are compiled, organized, and indexed properly.
- Verify all Warranties are submitted and in accordance with Contract Documents.
- Assist the Hays County with implementing the Occupancy Plan/Schedule.
- Prepare all closeout documents to include final project accounting, cost per unit comparisons and close-out reports. (provide a sample during as part of the RFP)

- Evaluate the performance of the construction the contractor and subcontractors, and provide evaluation, in writing, to Hays County.
- Ensure staff has received all necessary training for operation of new building and systems.
- Coordinate the completion of all punch list items in designated time frame. Maintain accurate warranty log data. Respond daily to all warranty items through the one-year warranty period.

C. Cost Proposal

A cost proposal must be submitted with the following information.

- For all fee structures, include the classification of personnel and the hourly rate for each classification.
- List any additional services that you foresee may be necessary, if any, and list the proposed costs for such services.

As projects arise a work authorization will be executed with a not-to-exceed amount for the project.

D. Qualifications

The following minimum requirements must be demonstrated in order for the submission to be considered responsive to Hays County.

- A project management firm will be selected on the basis of professional qualifications and successful experience with similar service engagements.
- Applicant firms must clearly demonstrate a considerable body of successful experience with similar or closely-related municipalities.
- Applicants must provide documented success in the management of costs, changes, quality, safety, and schedule performed on these similar projects.
- Applicant must demonstrate successful experience in working in the delivery method where the Project Manager assists during the design, bid and award, pre-construction, construction, and post construction phases.

REFERENCES: Hays County requires respondent to supply with the proposal, a list of at least three (3) references where like services have been supplied by their company for a county or company of similar size within the last five (5) years. Include name of company, address, telephone number and name of representative.

RESPONSIBILITY: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:

- Have adequate financial resources, or the above ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

TIME OF PERFORMANCE: It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

E. Proposal Requirements

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and the understanding of the County's Needs.

Proposals shall not exceed thirty (30) pages (15 sheets front and back) in length, but not including:

- **Front and Rear Covers**
- **Letter of Transmittal:** RFP Subject Line, name of Vendor, address, telephone number, name of contact person, and signed by the individual authorized to negotiate for and contractually bind the company.
- **Table of Contents**
- **Appendix materials (any required forms, see RFP Submittal Checklist, and addenda from Hays County)**

Items that count towards the 30-page limit

- **Profile/Experience of the Company**
 - Company information shall include: Company legal name of the Bidder, principal place of business, number of years in business, and description of company organization including identification of number of staff dedicated to the project.
 - Narrative of the firm's experience in providing employee benefits consulting services on issues similar to those described in the scope of work to public sector employers of a comparably sized public sector entity.
 - Describe any other facets of your organization and your firm's experience that are relevant to this proposal that have not been previously described or which you feel would distinguish your firm from other firms submitting proposals.
 - Identify whether or not your firm has had any contracts terminated due to non-performance within the last five (5) years.
 - List any criminal charges, civil lawsuits, or dispute resolutions to which the Company is a part in the past five (5) years and the nature of the issue. Indicating if and how it was resolved.
- **Key Personnel**
 - Provide resumes of all employees who may be assigned to provide services if your company is selected.
 - Provide an organizational chart containing the names, telephone numbers and email address of the prime providers and any sub-providers that would be proposed for the team and their contract responsibilities by work category.
- **Capacity to Perform**
 - Describe all services your firm will offer the County.
 - Provide a description of your proposed approach/strategy to minimize costs and save taxpayer's money including utilization of Construction Manager resources in a cost-effective manner, assessment of alternatives to offset or reduce debt funding for capital expenditures, delivery methods, streamlining projects and work tasks, quality control methods, negotiation methods to reduce fees and costs, and so forth.
 - Provide supplemental information or materials where your efforts added value and generates project savings for public sector clients.
- **Quality Control**
 - Describe how your firm will handle quality control/quality assurance to monitor and resolve issues and check and cross-reference documents, consultant and contractor's work, invoicing, quantities, bids, design reviews, change orders and so forth.
- **Cost Proposal**
 - A cost proposal must be submitted with the firms proposed fee rates.

- **Appendix materials (any required forms, see RFP Submittal Checklist, and addenda from Hays County)**

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. The organizational chart is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted and should not exceed thirty (30) pages, fifteen (15) pages front and back, not including the appendix materials.

F. Evaluation Criteria

The Evaluating Committee will evaluate each respondent's proposal based on a comprehensive set of criteria. Proposals received shall be evaluated and ranked by the County according to the following criteria: **(Maximum Point Total 100)**

1. Qualifications and Experience	25 points
2. Project Management Approach (Capacity to Perform)	20 points
3. Quality Control	20 points
4. Proposed Staffing and Availability	20 points
5. Proposed Cost	15 points

Interview (optional)

Ranking

At the County's discretion, submitting entities may be requested by the Evaluating Committee to conduct interviews as part of the evaluation process, prior to making recommendations to Commissioners Court regarding award.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Hays County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

Multiple Awards: Hays County reserves the right to award to multiple contractors and to designate contractors in terms of primary service providers and standby service providers.

G. Submittal Requirements

The Company must deliver their proposal to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Proposals:

- One (1) original proposal with required forms manually signed by the respondent with original signatures
- One (1) digital copy of the full proposal with all required forms on a thumb drive

Electronic Proposals:

- Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)
- One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive. Physical copy must be received in the Hays County Purchasing Office within 24 hours of proposal due date.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWING OF PROPOSAL: A proposal may be withdrawn at any time prior to the official opening. After the official opening, proposals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Manager and the approval of Commissioners Court.

FORMS: All proposals must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the proposal.

RESPONDENT'S ACCEPTANCE: by submitting a response to this RFP, the respondent certifies that it has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope of the quality of services to be furnished and intends to adhere to the provisions described herein.

H. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract(s) for a named project to an organization on the basis of "best value". Best value will be determined based on cost, experience, qualifications, references, proposed methodology/technical proposal, and overall responsiveness, clarity, and organization of the solicitation response.

FIRM AGREES, if this proposal is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the proposal will be one hundred twenty (120) calendar days.

The awarded firm(s) expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The awarded firm(s) agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

CANCEL, ACCEPT OR REJECT: The County expressly reserves the right to cancel the RFP at any time, to elect not to award contracts cited in the RFP, to reject any or all submittals, to waive any informality or irregularity in any submittal received, and to be the sole judge of the merits of the respective submittals received. The prospective entities are fully responsible for all costs incurred in the preparation and/or presentation of the RFP submittals. All received RFP submittals will become the property of the County. The RFP does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP.

COMMISSIONERS COURT APPROVAL REQUIRED: The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFP. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a

response. Therefore, each proposal should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written proposal. If the proposal is accepted and approved by Commissioners Court, this document shall be made part of the contract.

Respondent's Obligation Regarding Evaluation

- a. **SUBMISSION OF INFORMATION.** Submitters are cautioned that it is each contractor and or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific proposal.
- b. **SUBMITTER REVIEW OF RFP.** Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

ORAL NON-BINDING: Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

RESERVATIONS BY COUNTY: The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

1. waive any defect, irregularity, or informality in any submission or RFP procedure;
2. extend the RFP closing time and date;
3. reissue this RFP in a different form or context;
4. procure any item by other allowable means;
5. revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the County will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
6. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
7. require additional information from a contractor concerning contents of its RFP submittal and/or require additional evidence of qualifications;
8. waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFP;
9. extend any contract when most advantageous to the County, as set forth in this RFP.
10. appoint an evaluation committee to review RFP submittals or responses, make recommendations and seek the assistance of outside technical experts in RFP submittal evaluation;
11. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
12. disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act; AND/OR
13. exercise any other right reserved or afforded to Hays County under this RFP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

I. Warranty of Performance

The successful respondent expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The successful bidder agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the solicitation. Any contract executed as a result of this RFP shall be governed by the laws of the State of Texas.

IV. General Terms and Conditions for Solicitations

Applicable To: Request for Proposals (RFP)

1. GENERAL DEFINITIONS:

- a. "Auditor" means the Hays County Auditor or his/her designee.
- b. "Commissioners Court" means Hays County Commissioners Court.
- c. "Contract" means the contract awarded pursuant to the RFP.
- d. "Contractor" means a person or firm receiving an award of contract from Commissioners Court.
- e. "County" means Hays County, Texas, a political subdivision of the State of Texas.
- f. "County Building" means any County owned buildings and does not include buildings leased by County.
- g. "Is doing business" and "has done business" mean:
 - i. Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - ii. Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - iii. But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- h. "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- i. "Purchasing Manager" means the Hays County Purchasing Manager.
- j. "Sub-contractor" means a person or firm doing business with a Contractor.

2. **FUNDING:** Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Hays County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

3. **FUNDING OUT:** Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

4. INVOICING/PAYMENTS:

- a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
- c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
County Auditor

712 S Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

- d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
 - e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.
5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.
6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.
7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.
8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.
9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
 - a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
 - b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

- a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
- b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Contractor's requests to Commissioners Court for consideration.

13. REPRESENTATIONS:

- a. Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
- b. The Contractor's delivery time includes weekends and holidays.
- c. Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
- d. Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
- e. The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
- f. Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Manager. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

14. SUBCONTRACTS:

- a. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
- b. If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing

Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:

- a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
- b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
- c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

16. DISPUTES AND APPEALS: The Purchasing Manager acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Contractor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

17. MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

18. FORCE MAJEURE: If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19. NON-WAIVER OF DEFAULT:

- a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
- b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. **TERMINATION FOR DEFAULT:** Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.
21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
23. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which

reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

- a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
- b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
- c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

26. CONTRACTOR CLAIMS NOTIFICATION:

- a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
 - i. The existence of the claim, or other action;
 - ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
 - iii. The alleged basis of the claim, action or proceeding;
 - iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - v. The name or names of any person against whom this claim is being made.
- b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the State of Texas' list of Divestment Statute Lists, and is an active member on the Federal Government's SAM.gov website, which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this Contract for default.

28. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION: Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

29. CONSTRUCTION OF CONTRACT:

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.

- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:

- a. Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
- b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
- d. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.
- e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

31. INTERPRETATION OF CONTRACT:

- a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
- b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
 - i. The Schedule of Items/Services
 - ii. Terms and Conditions of Request for Proposals;
 - iii. General Provisions;
 - iv. Other provisions, whether incorporated by reference or otherwise; and
 - v. The specifications.
- c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.

- e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:

- a. The County Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
 - i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
 - ii. Method of shipment or packing.
 - iii. Place of deliveries.
 - iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
 - v. Description of items to be provided.
 - vi. Time of performance (i.e. hours of day, days of week, etc)
- b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

33. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hays County substantiating the changes to the bid prices. Any price changes must be approved by Hays County.

- 34. INSURANCE AND LIABILITY:** During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
- a. Name County as additional insured as its interests may appear.
 - b. Provide County a waiver of subrogation.
 - c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
 - d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
 - e. Submit an original certificate of insurance reflecting coverage as follows:

Business Automobile Liability:	
Bodily Injury (Each person)	\$250,000.00

Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$ 100,000.00
Medical Expenses	\$ 10,000.00
Personal & Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products – Completed Operations Aggregate	\$2,000,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements, and the following
Employers Liability – Each Accident	\$1,000,000.00
Employers Liability – Each Employee	\$1,000,000.00
Employers Liability – Policy Limit	\$1,000,000.00

V. Vendor Reference Form

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least \$1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above or have any questions, please contact Purchasing at 512-393-2283.

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

- a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
- a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

X. Hays County House Bill 89 Verification

I, _____ (Person name), the undersigned representative of
_____(Company or Business name, hereafter referred to as Company) being an adult
over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and
verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter
2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Signature of Company Representative

Date

On this ____ day of _____, 20____, personally appeared _____, the
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Company Name

Print Name of Company Representative

Signature of Company Representative

Date

CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day; the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Print Name of Hays County Purchasing Representative

Signature of Hays County Purchasing Representative

Date

IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
 §
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____ on this the day of _____, 20____, on behalf of said Firm.

Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

_____ Does not own taxable property in Hays County, or;

_____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension (2 CFR 180.220)

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246

Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11. Minority and Women’s Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women’s business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
 - \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name	Title
---------------	-------

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County
---------------	-------	--------------------------------

Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name	Title
-----------------------------------------	-------

Name of Person Related	Title	Relationship
------------------------	-------	--------------

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a shareholder or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.



Hays County Commissioners Court

Date: 01/02/2024

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize the Court to execute Contract Amendment No. 1 in the amount of \$43,000.00 to the Professional Services Agreement for utility coordination services between Hays County and Cobb, Fendley & Associates, Inc. for the Hillside Terrace Safety Improvements (IH-35 to FM 2001) project in Precinct 2 and amend the budget accordingly. **COHEN/BORCHERDING**

Summary:

The requested Amendment increases the contract compensation cap by \$43,000.00 from \$300,000.00 to \$343,000.00. This will allow for the execution of Supplemental #2 to Work Authorization #1 which authorizes continued utility coordination services with an October 2024 target utility clearance date. This contract for Hillside Terrace utility coordination services is funded by the Transportation Department Budget. Construction funding has not been identified.

Fiscal Impact:

Amount Requested: \$43,000.00

Line Item Number: 020-710-00-648.5623_700

Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$43,000 - Increase Utility Relocation_Capital 020-710-00-648.5623_700

(\$43,000) - Decrease Road Materials 020-710-00.5351

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Request for Qualifications 2018-P12 Utility Coordinator

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

HillsideTerrace-CFA-PSAAmendment01

CONTRACT AMENDMENT NO. 1
TO
HAYS COUNTY CONTRACT FOR ENGINEERING
SERVICES

PROJECT: Utility Coordination Services for Hillside Terrace (“Project”)

THIS CONTRACT AMENDMENT NO. 1 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective March 23, 2021 (the “Contract”);

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the “Compensation Cap” under Article 5 of the Contract limits the maximum amount payable under the Contract to \$300,000.00; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

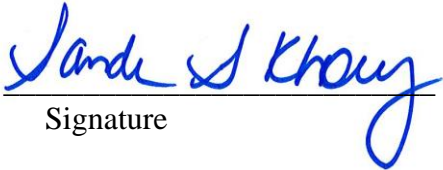
- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$300,000.00 to \$343,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

Cobb, Fendley & Associates, Inc.

By: 
Signature

Sandra G. Khoury, P.E.
Printed Name

Executive Vice President
Title

December 18, 2023
Date

COUNTY:

Hays County

By: _____
Signature

Printed Name

Title

Date


12/22/2023



Hays County Commissioners Court

Date: 01/02/2024

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the Court to execute Change Order No. 4 in the amount of (\$310,977.78) to the Construction Contract with Aaron Concrete Contractors, LP for the Darden Hill Roundabout (IFB2023-B11) project as part the Hays County Road Bond Program Precinct 4. **SMITH/BORCHERDING**

Summary:

Change Order No. 4 revises the water line work and related pay items due to changes requested by the West Travis County Public Utility Agency (WTCPUA). The WTCPUA is paying for all water line related items in the contract, originally estimated at \$468,662.00, and has reviewed and approved this change order. The change order results in a decrease of \$310,977.78 from the original water line estimate, resulting in an adjusted amount of \$157,684.22 for the water line related items. The WTCPUA has reviewed and approved this change order.

This change order and all previous change orders to date have resulted in the reduction of the original contract amount of \$3,587,296.50 by \$342,510.74 for a final contract amount of \$3,244,785.76, a net decrease of 9.55% in contract cost. No additional time will be added by this change order.

Fiscal Impact:

Amount Requested: (\$310,977.78)

Line Item Number: 035-804-96-867.5611_700

Budget Office:

Source of Funds: N/A

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Invitation for Bid (IFB) 2023-B11 Darden Hill @ Sawyer Ranch Roundabout

Auditor's Office

G/L Account Validated Y/N?: N/A

New Revenue Y/N?: N/A

Comments:

Attachments

DardenHillRoundabout-Aaron-CO4

DardenHilRoundabout-COReasonforChange

HAYS COUNTY, TEXAS

CHANGE ORDER NUMBER: 4

1. CONTRACTOR: Aaron Concrete Construction
2. Change Order Work Limits: Sta. 11+00.00 to Sta. 24+53.98
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2C, 4B (3 Max. - In order of importance - Primary first)

Project:	<u>Darden Hill</u>
Roadway:	<u>Darden Hill</u>
Hays Co. Number:	<u>IFB-2023-B11</u>

5. Describe the work being revised:

2C: Differing Site Conditions, New Development (conditions changing after PS&E completed); 4B: Third Party Accommodation, Third party requested work. This Change Order revises the water line work and related pay items due to changes requested by the West Travis County Public Utility Agency. West Travis County Public Utility Agency is responsible for all costs associated with the water line relocation work.

6. Work to be performed in accordance with Items: see attached
7. New or revised plan sheet(s) are attached and numbered: see attached
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.
- Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><small>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</small></p> <p>THE CONTRACTOR Date <u>11/29/23</u></p> <p>By <u>Robert Tomlinson</u></p> <p>Typed/Printed Name <u>Robert Tomlinson</u></p> <p>Typed/Printed Title _____</p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: _____</p> <p>Amount added by this change order: <u>(\$310,977.78)</u></p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

RECOMMENDED FOR EXECUTION:

Jim R. [Signature], P.E. 11/30/2023
Construction Engineering Inspector Date

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

Transportation Director Date

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

DocuSigned by:
Victor Vargas 12/26/2023
3DE9C48712E8474...
Program Manager Date

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

CHECKED BY: ARIK LIANE
12/5/2023

County Judge Date
☐ APPROVED

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other



Darden Hill at Sawyer Ranch Roundabout Improvements
Hays County Project Number: IFB-2023-B11
Change Order #4

Reason for Change

This Change Order revises the water line work and related pay items due to changes requested by the West Travis County Public Utility Agency. West Travis County Public Utility Agency is responsible for all costs associated with the water line relocation work.

The following is a more detailed description of the Changes to each bid item:

Items 509S-1 Trench Excavation Safety Protective Systems, 511S-F 6" & 2" PRV & Vault Assembly, 604S-E Native Seeding for Erosion Control (Broadcast), and 642S Silt Fence for Erosion Control are eliminated by this change order due to the redesign of the waterline relocation or were not needed in the field.

Items 510-AW 16" Dia. 16" DIP (All Depths), 510-AW 8" Dia. 8" DIP (All Depths), 510-KW 6" Cut-In Tee, and 511S-A Gate, Ductile Iron, 16" Dia are eliminated and added back at an adjusted unit price due to the significant quantity reduction as a result of the redesign of the waterline relocation.

Items 511S-A Gate, Ductile Iron, 8" Dia and 511S-A Gate, Ductile Iron, 6" Dia quantities are adjusted to match the field place quantities based on the redesign of the waterline relocation.

Item CO4-01 Cut and Cap is added by this Change Order to compensate the contractor for the extra work associated with the redesigned waterline relocation.

The following is a summary of the updated total quantities based on the redesigned waterline relocation plans.

ITEM	DESCRIPTION	QTY	UNIT
509S-1	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS	0	LF
510-AW 16" DIA	16" DIP (ALL DEPTHS)	120	LF
510-AW 8" DIA	8" DIP (ALL DEPTHS)	68	LF
510-KW	6" CUT-IN TEE	2	EA
511S-A	GATE, DUCTILE IRON, 16" DIA	3	EA
511S-A	GATE, DUCTILE IRON, 8"	1	EA
511S-A	GATE, DUCTILE IRON, 6"	8	EA
511S-F	6" & 2" PRV & VAULT ASSEMBLY	0	EA
604S-E	NATIVE SEEDING FOR EROSION CONTROL (BROADCAST)	0	SY
642S	SILT FENCE FOR EROSION CONTROL	0	LF

Serving. Leading. Solving. TM

Insert Addressee
December 4, 2023
Page 2

This Change Order results in a net decrease of \$310,977.78 to the Contract amount, for an adjusted total Contract amount of \$3,244,953.28. The original Contract amount was \$3,587,296.50. As a result of this and all Change Orders to date, \$342,343.22 has been subtracted from the Contract, resulting in a 9.54% net decrease in the Contract Cost. No additional time will be added by this Change Order.

A handwritten signature in blue ink, reading "John R. Jasek, P.E.".

John Jasek, P.E.
BGE, Inc.

Force Account Work			\$ Amount	
Cut and Cap	EA	2	\$ 3,962.11	\$ 7,924.23
PIPE, 16" DIA. DUCTILE IRON (ALL DEPTHS)	LF	120	\$ 312.50	\$ 37,500.00
PIPE, 8" DIA. DUCTILE IRON (ALL DEPTHS)	LF	68	\$ 162.50	\$ 11,050.00
6" CUT-IN TEE	EA	2	\$ 5,040.00	\$ 10,080.00
GATE, DUCTILE IRON, 16" DIAMETER	EA	3	\$ 12,810.00	\$ 38,430.00
Total			\$ 104,984.23	

LABOR								
EMPLOYEE NAME			CLASSIFICATION	Reg Hours	OT HOURS	HR Rate	OT Rate	AMOUNT (\$)
Eddie Rodriguez						\$ 52.00		\$ -
Carmel Gibson				16.00		\$ 48.00		\$ 768.00
Joe Hill						\$ 44.50	\$ 66.75	\$ -
Edgar Hernandez				16.00	6.00	\$ 22.00	\$ 33.00	\$ 550.00
Manuel Reyes				16.00	8.00	\$ 27.50	\$ 41.25	\$ 770.00
Ramiro Lara				16.00	6.00	\$ 21.50	\$ 32.25	\$ 537.50
Hilario Arias				16.00	6.00	\$ 20.00	\$ 30.00	\$ 500.00
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
							Total	\$ 3,125.50
EQUIPMENT								
DESCRIPTION					HOURS	RATE	DAYS	AMOUNT (\$)
John Deere 310L Backhoe					8.00	\$ 86.73		\$ 693.84
Ford F150					32.00	\$ 38.64		\$ 1,236.48
Komatsu PC 290						\$ 143.75		\$ -
Hammer						\$ 54.90		\$ -
Komatsu WA 320						\$ 84.61		\$ -
								\$ -
								\$ -
								\$ -
							Total	\$ 1,930.32
MATERIALS								
DESCRIPTION					UNITS	QUANT	RATE	AMOUNT (\$)
ACT					LS	1		\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
						TOTAL		\$ -
SUBCONTRACTORS								
DESCRIPTION					Units	Quantity	Rate	AMOUNT (\$)
Austin Formula Utilities					LS			\$ -
Hauling					HR			\$ -
						TOTAL		\$ -
LAW ENFORCEMENT PERSONNEL								
DESCRIPTION					HOURS	RATE		AMOUNT (\$)
						TOTAL		\$ -
ALLOTED MARK-UPS								

		TOTAL
LABOR	25%	\$ 781.38
EQUIPMENT	15%	\$ 289.55
MATERIALS	25%	\$ -
INSURANCE & TAXES	55%	\$ 1,719.03
SUBCONTRACTORS & LAW ENFORCEMENT	5%	\$ -
TOTAL BEFORE BOND MARK UP		\$ 7,845.77
BOND COST	1%	\$ 78.46

TOTAL REQUESTED FOR PAYMENT	\$	7,924.23
		2.00 EA
	\$	3,962.11



www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book®

January 10, 2023

Deere 310L

Tractor-Loader-Backhoes

Size Class:

14' to Under 15'

Weight:

N/A



Configuration for 310L

Drive
Power Mode

4WD
Diesel

Operator Protection

EROPS

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$8,400.00	USD \$2,355.00	USD \$590.00	USD \$89.00	USD \$39.20	USD \$86.93
Adjustments						
Region (Texas: 100.1%)	USD \$8.40	USD \$2.36	USD \$0.59	USD \$0.09		
Model Year (2015: 99.48%)	(USD \$43.31)	(USD \$12.14)	(USD \$3.04)	(USD \$0.46)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$8,365.09	USD \$2,345.21	USD \$587.55	USD \$88.63	USD \$39.20	USD \$86.73

Non-Active Use Rates

Standby Rate

Idling Rate

Hourly

USD \$23.76

USD \$66.33

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	25%	USD \$2,100.00/mo
Overhaul (ownership)	46%	USD \$3,864.00/mo
CFC (ownership)	16%	USD \$1,344.00/mo
Indirect (ownership)	13%	USD \$1,092.00/mo
Fuel (operating) @ USD 5.14	48%	USD \$18.80/hr

Revised Date: 1st quarter 2023

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for DALE DETTEN
(dale@aaronconcrete.com)



www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book®

January 10, 2023

Ford F-150 XLT 4x2 Gas Light Duty Trucks

Size Class:
2
Weight:
N/A



Configuration for F-150 XLT 4x2 Gas

Power Mode
Model Trim

Gasoline
XLT

Wheelbase
Gross Vehicle Weight Rating

122.8 Inches
6010 Pounds

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$2,335.00	USD \$655.00	USD \$165.00	USD \$25.00	USD \$27.52	USD \$40.79
Adjustments						
Region (Texas: 99.4%)	(USD \$14.01)	(USD \$3.93)	(USD \$0.99)	(USD \$0.15)		
Model Year (2012: 84.31%)	(USD \$364.15)	(USD \$102.15)	(USD \$25.73)	(USD \$3.90)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$1,956.84	USD \$548.92	USD \$138.28	USD \$20.95	USD \$27.52	USD \$38.64

Non-Active Use Rates

Standby Rate
Idling Rate

Hourly

USD \$5.56
USD \$30.06

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	26%	USD \$607.10/mo
Overhaul (ownership)	44%	USD \$1,027.40/mo
CFC (ownership)	13%	USD \$303.55/mo
Indirect (ownership)	17%	USD \$396.95/mo
Fuel (operating) @ USD 3.53	69%	USD \$18.94/hr

Revised Date: 1st quarter 2023

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for DALE DETTEN
(dale@aaronconcrete.com)

Thanks for the update. Please proceed.

Jason Baze

Jason,

Paul had called me last week and mentioned that we were zeroing out the fire hydrant item but the contractor had actually placed one fire hydrant. After reviewing the draft change order, we noticed that a couple of other items (16" Cut-In Tee, 8" gate valve, 6" gate valve) had been inadvertently zeroed out, but quantities had been installed. Below is an updated snip of the revised draft change order. As previously mentioned, there was an item to relocate and backfill two existing fire hydrants included on the previous change order totaling \$7,065.23. Therefore, the revised overall WTCPUA's total portion will be \$164,749.45.

[illegible]

Sorry for the confusion.

Thanks

Main: 512-879-0400
Direct: 512-879-0404
Cell: 254-709-1984
jjasek@bgeinc.com



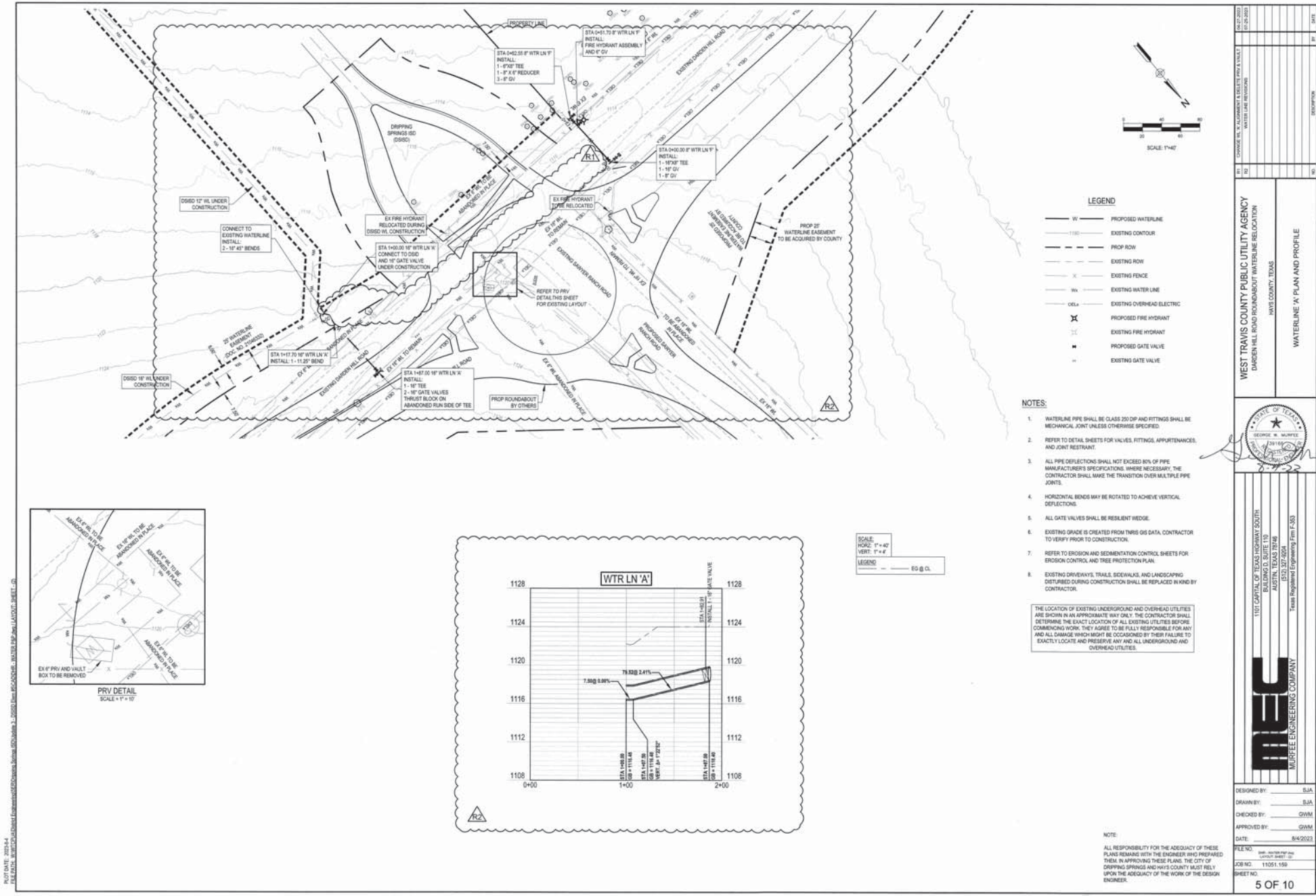
That appears acceptable to me. Please give Paul a minute to review as well, and then let us know what the next formal steps are.

Thanks,

Jason Baze

Jason,

Below is a snip of the draft change order that revises the quantities and unit prices. These changes total the \$104,984.22. There was an item to relocate and backfill two existing fire hydrants included on a previous change order totaling \$7,065.23. Unless I missed something, the overall WTCPUA's total portion will be \$112,049.45.



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
DARDEN HILL ROAD ROUNDABOUT WATERLINE RELOCATION

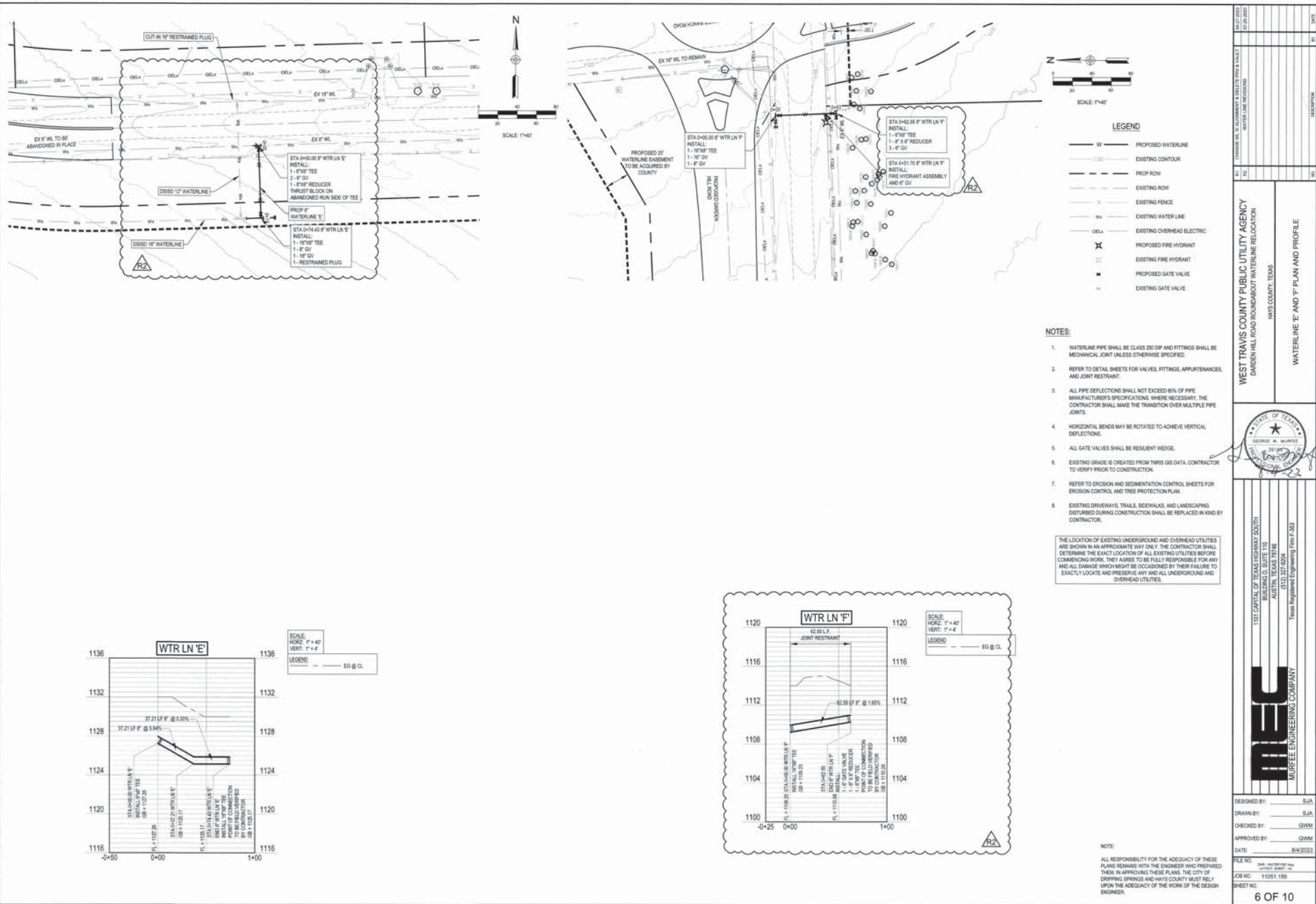


1101 CAPITAL OF TEXAS HIGHWAY SOUTH
BUILDING D, SUITE 110
AUSTIN, TEXAS 78746
TEL: 512.227.0024
FAX: 512.227.0025
Email: gwmurfrees@murfree.com



DESIGNED BY: SJA
DRAWN BY: SJA
CHECKED BY: GWM
APPROVED BY: GWM
DATE: 04/20/2023

FILE NO: 11051.150
JOB NO: 11051.150
SHEET NO:



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY DARDEN HILL ROAD ROUNDABOUT WATERLINE RELOCATION HAYS COUNTY, TEXAS	
WATERLINE 'E' AND 'F' PLAN AND PROFILE	
1101 CAPITAL OF TEXAS HIGHWAY SOUTH BUILDING D, SUITE 110 AUSTIN, TEXAS 78746 Texas Registered Engineering Firm 6-263	
DESIGNED BY: SJA DRAWN BY: SJA CHECKED BY: GWM APPROVED BY: GWM DATE: 8/4/2023	
FILE NO:	1101-150
JOB NO:	1101-150
SHEET NO:	6 OF 10

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

200 W. 6th Street
Suite 2400
Austin, TX 78701

Telephone (512) 447-5590
www.hntb.com



**Hays County Road Bond Program
Darden Hill at Sawyer Ranch Roundabout
Hays County Project Bid No. IFB2023-B11
Change Order No. 4**

Reason for Change

This Change Order revises the water line work and related pay items due to changes requested by the West Travis County Public Utility Agency (WTCPUA). The WTCPUA is paying for all water line related items in the contract and has reviewed and approved this Change Order.

Following is a summary of the new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
510-AW-16" DIA	PIPE, 16" DIA DIP (ALL DEPTHS) INCL, EXCAVATION AND BACKFILL	120.00	LF
510-AW-8"DIA	PIPE, 8" DIA. DIP (ALL DEPTHS) INCL, EXCAVATION AND BACKFILL	68.00	LF
510-KW	6" CUT IN TEE	2.00	EA
511S-A	GATE, DUCTILE IRON, 16' DIA.	3.00	EA
CO4-01	CUT AND CAP	2.00	EA

This Change Order results in a decrease of \$310,977.78 from the Contract amount, for an adjusted Contract amount of \$3,244,785.76. The original Contract amount was \$3,587,296.50. Because of this and previous Change Order's to date, \$342,510.74 has been subtracted from the Contract, resulting in a 9.55% net decrease in the Contract cost. No additional time will be added by this Change Order.

The portion of the Contract paid by Hays County has not changed. The original Contract amount was \$3,587,296.50. To date, \$31,532.96 has been subtracted from the Contract, resulting in a 1.01% net decrease in the Contract cost for Hays County.

The West Travis County Public Utility Agency portion of the original Contract amount was \$468,662.00. The decrease of \$310,977.78 documented by this Change Order results in an adjusted Contract amount of \$157,684.22.

HNTB Corporation

DocuSigned by:

Victor Vargas

3DE9C48712E6474...

Victor M. Vargas, P. E.

Hays County GEC

Senior Construction Manager

12/20/2023

Date



Hays County Commissioners Court

Date: 01/02/2024

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Ingalsbe

Agenda Item

PLN-2364-PC; Hold a Public Hearing; followed by discussion and possible action regarding Studio Estates Subdivision, Sec 2B, Blk C, Lot 11, Replat. **INGALSBE/MACHACEK**

Summary

Studio Estates, Section 2B, Block C, Lot 11 Replat proposes to diminish the Drainage Easement on Lot 11 to expand the developable area from 0.49 acres to 0.58 acres.

Property is located off of Newman Boulevard within the subdivision in Kyle and within Commissioner Precinct 1.

Water utility is provided by Goforth Special Utility District. Wastewater utility will be accomplished by individual on-site sewage facilities.

Attachments

Cover Letter

Plat

Location Map

Comment Letter 12-27-2023



Hays County Commissioners Court Agenda Request

Meeting Date: January 2nd, 2024

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Debbie Ingalsbe, Precinct 1

AGENDA ITEM LANGUAGE:

PLN-2364-PC; Hold a Public Hearing; followed by discussion and possible action regarding the Studio Estates Subdivision, Section 2B, Block C, Lot 11, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A) Studio Estates, Section 2B, Block C, Lot 11 Replat proposes to diminish the Drainage Easement on Lot 11 to expand the developable area from 0.49 acres to 0.58 acres. This property is located off of Newman Boulevard within the subdivision in Kyle and within Commissioner Precinct 1.
- B) Water utility is provided by Goforth Special Utility District. Wastewater utility will be accomplished by individual on-site sewage facilities.

STAFF COMMENTS:

Staff has completed review pursuant to Texas Local Gov't Code Chapter 232 and the Development Regulations of Hays County as set forth. The actions remaining are to hold the public hearing, followed by seeking Commissioners Court final determination based on the staff recommendation.

There are no variances requested.

Staff recommends Disapproval of the proposed Replat based on the comments as presented in the back-up. Applicant has been provided with the Disapproval (Comment) Letter, and following resubmission and clearing of all deficiencies, the project will be presented in court at a later date to ratify Approval within the court minutes.

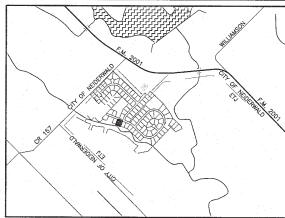
ATTACHMENTS/EXHIBITS:

Plat

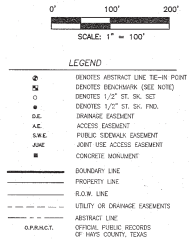
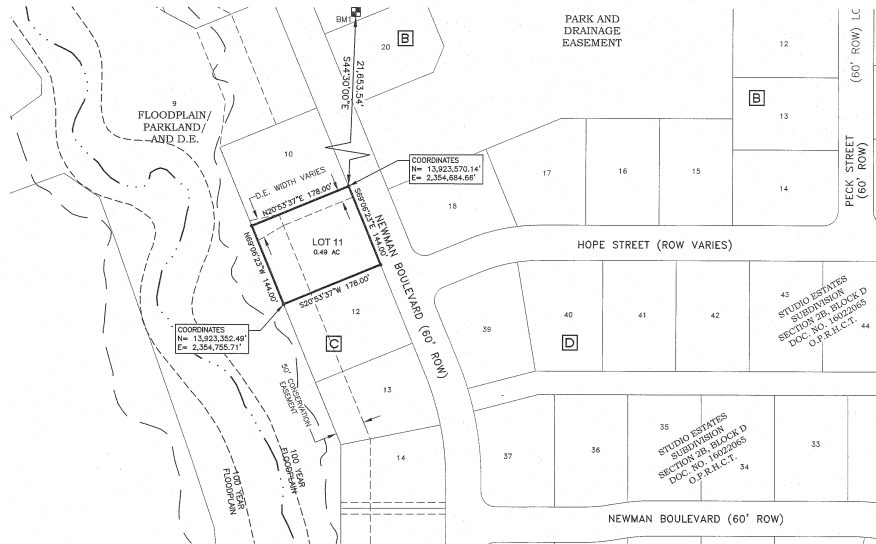
Location Map

Disapproval (Comment) Letter

REPLAT OF
STUDIO ESTATES SUBDIVISION
SECTION 2B, BLOCK C, LOT 11
 0.58 ACRES
 Z. HINTON SURVEY NO. 4, ABSTRACT 219
 HAYS COUNTY, TEXAS



LOCATION MAP
 SCALE: 1" = 2,000'



BENCHMARKS

BM1: BM0749
 NORTHING: 13,939,014.50
 EASTING: 2,339,507.46
 ELEVATION: 748.73
 NAD-83 TEXAS PLANE COORDINATE SYSTEM
 SOUTH CENTRAL ZONE
 SCALE: 0.99994567

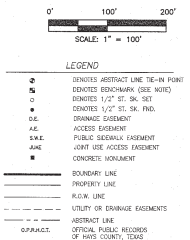
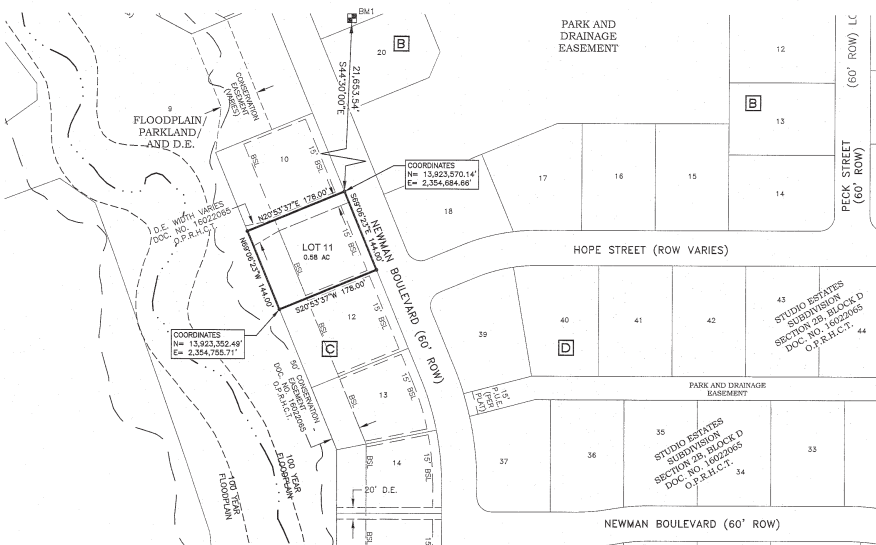
EXISTING LOT CONFIGURATION
 STUDIO ESTATES SUBDIVISION
 SECTION 2B, BLOCK C, LOT 11
 DOCUMENT NO. 16022065
 O.P.R.H.C.T.

FOR REVIEW ONLY
 NOT FOR CONSTRUCTION

DATE: 10/17/2023

SHEET 1 OF 3

REPLAT OF
STUDIO ESTATES SUBDIVISION
SECTION 2B, BLOCK C, LOT 11
 0.58 ACRES
 Z. HINTON SURVEY NO. 4, ABSTRACT 219
 HAYS COUNTY, TEXAS



BENCHMARKS

BM1: BM0749
 NORTHING: 13,939,014.50
 EASTING: 2,339,507.46
 ELEVATION: 748.73
 NAD-83 TEXAS PLANE COORDINATE SYSTEM
 SOUTH CENTRAL ZONE
 SCALE: 0.99994567

LAND USE CHART		
LAND USE:	NUMBER OF LOTS	ACREAGE
RESIDENTIAL LOT	1	0.58 ACRES
PARKLAND/DRAINAGE LOT	0	0.00 ACRES
TOTAL	1	0.58 ACRES
AVERAGE LOT SIZE	N/A	0.58 ACRES

PROPOSED LOT CONFIGURATION
 STUDIO ESTATES SUBDIVISION
 SECTION 2B, BLOCK C, LOT 11

FOR REVIEW ONLY
 NOT FOR CONSTRUCTION

DATE: 10/17/2023

SHEET 2 OF 3

REPLAT OF
STUDIO ESTATES SUBDIVISION
SECTION 2B, BLOCK C, LOT 11
0.58 ACRES
Z. HINTON SURVEY NO. 4, ABSTRACT 219
HAYS COUNTY, TEXAS

STATE OF TEXAS :
COUNTY OF HAYS :

I, THE UNDERSIGNED, OWNER OF LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE "REPLAT OF STUDIO ESTATES SUBDIVISION, SECTION 2B, BLOCK C, LOT 11" WITHIN HAYS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HEREIN, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOR HIGHWAYS, ALLEYS, PARKS, WATER COURSES, DRAINAGE, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

DAVID CLOOTY, OWNER AND MANAGER
STUDIO ESTATES, L.L.C.

STATE OF TEXAS :
COUNTY OF HAYS :

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVID CLOOTY, 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 CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE ____ DAY OF _____, 20____.

NOTARY PUBLIC #1 AND FOR THE STATE OF TEXAS

SURVEYOR:

STATE OF TEXAS
COUNTY OF HAYS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY WISE UNDER MY SUPERVISION ON THE GROUNDS, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN HEREIN.

GEORGE E. LUCKY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4160
CELOS SURVEYING FIRM REGISTRATION NO. 10193079
18018 OVERLOOK LOOP, SUITE 100
SAN ANTONIO, TEXAS 78259
(512) 636-4667

ENGINEER:

STATE OF TEXAS
COUNTY OF HAYS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

HAUG ELDORNO, JR., REGISTERED PROFESSIONAL ENGINEER NO. 69761
CLAUDIO CONSULTANTS, LTD.
130 RIVERSIDE DRIVE, SUITE 208
SAN MARCOS, TEXAS 78681
(512) 312-0040, EXT 1

1. ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 4820K0229F, 4820K0203 F, AND NO. 4820K0201 F, EFFECTIVE DATE SEPTEMBER 3, 2006, AS AMENDED BY APPROVED LOUIS (CASE 12-06-3011 P) DATED APRIL 3, 2013 AFFECTING PANELS 4820K0203F AND 4820K0229F, A PORTION OF THIS TRACT IS IN ZONE A-1. SPECIAL FLOOD HAZARD AREAS MANIFESTED BY 100 YEAR FLOOD.

2. THIS SUBDIVISION IS WITHIN THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOUNDARIES.

3. THIS SUBDIVISION LIES WITHIN THE CITY OF NIEDERWALD E.T.J.

4. THE FOLLOWING EASEMENTS ARE HEREBY DESIGNATED:
PRIVATE R.O.W. FRONT - 15' P.U.E.

5. COMMON AREAS WILL BE MAINTAINED BY THE STUDIO ESTATES PROPERTY OWNERS ASSOCIATION. REFER TO RESTRICTIVE COVENANTS OF RECORD AFFECTING THIS SUBDIVISION.

6. BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH THE RESTRICTIVE COVENANTS OF RECORD AFFECTING THIS SUBDIVISION.

7. THE FULLY DEVELOPED, CONCENTRATED STORM WATER RUNOFF FOR THE 100 YEAR STORM AND THE 100 YEAR REGULATORY FLOODPLAIN SHALL BE CONTAINED WITHIN DRAINAGE EASEMENTS.

WATER: GOFORTH S.U.B.
WASTEWATER: ON-SITE SEPTIC SYSTEM
ELECTRICITY: FIDERNALLS ELECTRIC COMPANY
TELEPHONE: SOUTHWESTERN BELL COMPANY

9. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARD'S AQUIFER RECHARGE ZONE.

10. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PORTAL FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN SIZED UNDER CHAPTER 751, AND, (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

11. ALL LOTS SHALL HAVE A MINIMUM DRIVEWAY CULVERT SIZE OF 18", UNLESS SHOWN OTHERWISE SHOWN ON MASTER DRAINAGE PLAN.

12. RESIDENTIAL LOTS ARE LIMITED TO ONE SINGLE-FAMILY RESIDENCE PER LOT.

13. LOTS ARE LIMITED TO THE USE OF ADVANCED ON-SITE SEWAGE FACILITIES.

14. ALL RESIDENTIAL LOTS WITHIN THIS SUBDIVISION ARE RESTRICTED FROM DRILLING INDIVIDUAL WATER WELLS.

15. FIDERNALLS ELECTRIC COOPERATIVE (PEC) IS HEREBY DEDICATED A FIFTEEN FOOT (15') WIDE UTILITY EASEMENT ALONG ALL LOT LINES ADJOINING A PUBLIC RIGHT OF WAY AND A TEN FOOT (10') WIDE UTILITY EASEMENT ALONG ALL OTHER FRONT, SIDE, AND REAR LOT LINES.

16. PRIVATE PROPERTY WITHIN PUBLIC AND PRIVATE ROADWAY EASEMENTS, ACCESS EASEMENTS AND RIGHT OF WAY RESERVATIONS SHALL BE DESIGNATED AS A UTILITY EASEMENT. A 10' UTILITY EASEMENT IS HEREBY GRANTED ALONG ALL RIGHT OF WAY RESERVATIONS, ROADWAY EASEMENTS AND ACCESS EASEMENTS.

17. ALL EXISTING OVERHEAD LINES SHALL POSSESS A TWENTY FOOT (20') WIDE UTILITY EASEMENT CENTERED 10' EACH SIDE OF LINE. ALL EXISTING UNDERGROUND LINES SHALL POSSESS A FIFTEEN FOOT (15') WIDE UTILITY EASEMENT CENTERED 7.5' EACH SIDE OF LINE.

18. EACH LOT IS SUBJECT TO A FLOATING TEN FOOT (10') WIDE BY THIRTY FOOT (30') LONG GUY WIRE EASEMENT AS REQUIRED BY PEC.

19. ALL UTILITY EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, UPGRADE, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF VEGETATION, TREES, AND OTHER OBSTRUCTIONS), INSPECTING, REMOVAL, REPAIR OF METERS, AND REPAIR OF ALL OVERHEAD AND UNDERGROUND LINES.

20. NO BUILDINGS OR ANY OTHER OBSTRUCTIONS SHALL BE PLACED WITHIN UTILITY EASEMENTS WHERE ACCESS IS OBSTRUCTED WITHIN EASEMENT PEC SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND TO AND FROM SAID UTILITY EASEMENT.

GOFORTH SPECIAL UTILITY DISTRICT.

GOFORTH WATER SUPPLY CORPORATION, AN APPROVED PUBLIC WATER SUPPLY SYSTEM AND ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

0500 OFFICIAL

CITY OF NIEDERWALD:

THIS PLAT, REPLAT OF STUDIO ESTATES SUBDIVISION, SECTION 2B, BLOCK C, LOT 11, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF NIEDERWALD, TEXAS, AND IS HEREBY APPROVED BY SUCH COUNCIL.

CHARLES BESSON
MAYOR, CITY OF NIEDERWALD

ATTEST BY:

DEVELOPMENT SERVICES DEPARTMENT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE APPROVED COMMUNITY WATER SYSTEM, DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

MARCUS PACRECO, DIRECTOR
HAYS COUNTY DEVELOPMENT AND COMMUNITY SERVICES

ERIC VAN GAASBEK
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

COUNTY:

STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, A.D., 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN

DULY ENTERED IN THE MINUTES OF THE SAID COURT IN BOOK _____ PAGE ____.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, A.D., 20____.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

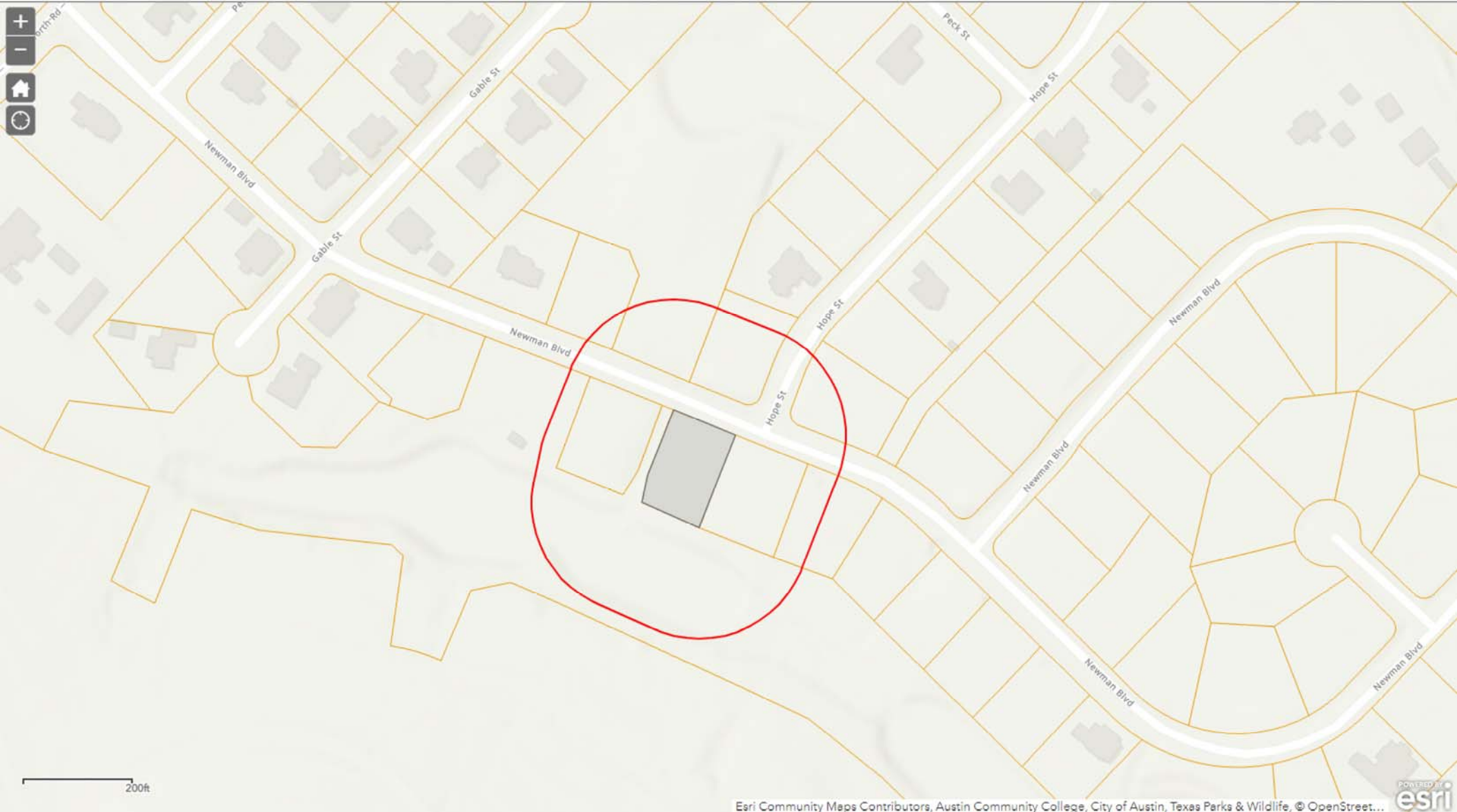
STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, AT ____ O'CLOCK ____ M. AND DULY RECORDED ON THE ____ DAY OF _____, 20____, AT ____ O'CLOCK ____ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN BOOK _____ PAGE ____.

ELAINE CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

FOR REVIEW ONLY
NOT FOR CONSTRUCTION

DATE: 10/17/2023





Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

Application Disapproved Letter

Owner Information:

Studio Estates, LLC (David Cuddy)

7212 Goforth Road, Ste. 201, Kyle TX 78640

david@studioestates.biz

Date: 12/27/2023

Project ID: PLN-2364-PC

Project Name: Studio Estates, Section 2B, Blk C,
Lot 11, Replat

Application Status: Application Disapproved

To whom it may concern,

Hays County staff has completed a detailed review for the above Application. The Application has been disapproved. A list of comments / deficiencies is outlined below. A written response to each comment / deficiency is required. In addition to the written response, any updated documents, files, or other information must be uploaded to the [MGO Connect Customer Portal](#). Acceptance of any documents, files, or other information shall not be construed as approval.

9-1-1 Street Name Review

1. 911 Technical review approved 12/12/2023

Digital Data Review

1. The digital data is denied due to the following:

Per Section 4.1 of the Hays County Digital Data Submission Standards, add northing/easting coordinate annotation for at least two widely separated corners of the subdivision. The coordinates are shown on the plat PDF, but they appear to be missing from the digital data. When adding the northing/easting annotation to the digital data, confirm they are "MTEXT"/"TEXT" objects, in plain text, not grouped together, not grouped with other text, and not grouped with other lines.

There's an unrelated lot in the "C-SITE-LOT" layer. Delete this lot. Per the Hays County Digital Data Submission Standards, there shall be the same amount of lots in the digital data as reflected in the plat/application.

The drainage easement is missing a polyline along the western lot boundary. Either add in the missing polyline and/or add a closed polygon representing the whole drainage easement. Per Section 4.3 of the Hays County Digital Data Submission Standards, add a closed polygon feature and/or a polyline feature representing the easements on the plat. Use a layer name related to "easement".

The most up-to-date Hays County Digital Data Submission Standards can be found here:

<https://hays-county-haysgis.hub.arcgis.com/pages/development-services>

Floodplain Review

1. The 100 Yr floodplain on the plat should be labeled FEMA Zone AE 100 Yr Floodplain.
2. The floodplain indicated on the plat does not match the FEMA National Flood Hazard Layer for LOMR 12-06-3911P.



Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

On-Site Sewage Facility (OSSF) Review

1. Technical Review OSSF approved.

Planning Review

1. Plat note 9 should also include the statement, "No portion of this subdivision lies within the boundaries of the Edward's Aquifer Contributing Zone"
2. **Per Hays County Development Regulations Chapter 701 § 9.03 Documentation:** No documentation received by Hays County confirming notice was accomplished as outlined in Chapters 701 § 9.04 and 705 § 12.03 - Posted Notice.
3. **Per Hays County Development Regulations Chapter 701 § 9.03 Documentation:** No documentation received by Hays County confirming notice was accomplished as outlined in Chapters 701 § 9.05-9.08 and 705 § 12.04 – Written Notice.
Proof of Written Notice for Application to Subdivide did not include Certified Mail Receipts.
4. **Per Hays County Development Regulations Chapter 705 § 4.02 Fees:** Fees for Applications for Subdivisions shall be based on the number of lots and shall be as established by the Commissioners Court.
Invoice for remaining Plat Review/Public Notice Fees released to Customer Portal on 12/13/2023.
5. **Per Hays County Development Regulations Chapter 705 § 5.01 (C) General Information:** Include a note stating the total number of Lots within the proposed subdivision, the average size of Lots, and the total number of Lots within the following size categories: 10 acres or larger, larger than 5.0 acres and smaller than 10 acres, 2.00 acres or larger up to 5.00 acres, larger than 1.00 acre and smaller than 2.0 acres and smaller than 1.00 acre.
Revise the Land Use Chart on Page 2 to reflect for the format as stated in the regulation above.
6. **Per Hays County Development Regulations Chapter 705 § 5.01 (I) General Information:** Name and address of the Owner(s) of the Subject Property, and Applicant if not the Owner.
Include address of property owner in signature line of the Preamble.
7. **Per Hays County Development Regulations Chapter 705 § 5.01 (M) General Information:** The location of Political Subdivision (e.g. school districts, municipal utility districts, groundwater conservation districts, emergency services districts, etc.) boundaries and/or a statement clearly indicating in which Political Subdivision(s) the Subdivision is located. In the event any Lot lies within more than one Political Subdivision then the plat shall clearly state the number of acres within the Lot that lies within each Political Subdivision.
Include notes giving the Emergency Services Districts and Groundwater Conservation District this project falls within.
8. **Per Hays County Development Regulations Chapter 705 § 5.03 (G) Roadway and Right-of-Way Information:** A designation of the classification of each roadway to be constructed or existing roadways abutting any Lot as determined in accordance with Chapter 721 below.
Include classifications for the existing roadways.



Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

9. **Per Hays County Development Regulations Chapter 705 § 8.05 (B) Other Plat Notes and Certifications:** Plats shall contain the notes and certifications required by the Hays County Plat Note and Certification Standards, as applicable.

Revise the Signature Block for the Hays County Floodplain Administrator as follows:

I, THE UNDERSIGNED, FLOODPLAIN ADMINISTRATOR OF HAYS COUNTY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY FLOODPLAIN REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS.

ERIC VAN GAASBEEK, R.S., C.F.M.
FLOODPLAIN ADMINISTRATOR
HAYS COUNTY DEVELOPMENT SERVICES

10. **Per Hays County Development Regulations Chapter 705 § 8.05 (B) Other Plat Notes and Certifications:** Plats shall contain the notes and certifications required by the Hays County Plat Note and Certification Standards, as applicable.

Revise the Signature Block for the Hays County Director of Development Services as follows:

I, THE UNDERSIGNED, DIRECTOR HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS AND/OR HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES.

MARCUS PACHECO
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

11. **Per Hays County Development Regulations Chapter 705 § 8.05 (B) Other Plat Notes and Certifications:** Plats shall contain the notes and certifications required by the Hays County Plat Note and Certification Standards, as applicable.
Under the DEVELOPMENT SERVICES DEPARTMENT block, place the Water/Wastewater and Development Certification Notes as three (3) general plat notes.
12. **Per Hays County Development Regulations Chapter 705 § 11.03 Replats (D):** Include a statement/plat note giving the reason for the proposed revision.
13. **Per Hays County Development Regulations Chapter 705 § 8.05 (B) Other Plat Notes and Certifications:** Plats shall contain the notes and certifications required by the Hays County Plat Note and Certification Standards, as applicable.
Within the Commissioners Court Approval Block and County Clerk Approval Block - replace "Book/Page" with "Instrument Number".

Transportation Review

1. Technical review is complete.



Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

If you have any questions, please contact the Hays County Planning Division at 512-393-2150 (ext. 4) or by emailing planning@co.hays.tx.us.

Thank you,

Colby Machacek

Planning Division

Hays County Development Services



Hays County Commissioners Court

Date: 01/02/2024

Requested By:

Marcus Pacheco

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to amend the Development Services Department's Fee Schedule.

BECERRA/PACHECO

Summary:

The Development Services Department conducts an annual reviews of the department's fees. During the review, the department noted several fees in need of updating based on comparing other jurisdictions, associated review costs, state statute changes, and updated policies. The updates contain new fees, existing fee changes, and consolidation of fees. The proposed fee schedule would become effective February 1st, 2024.

Fiscal Impact:

Amount Requested: N/A

Line Item Number: 001-657-00.4402

Budget Office:

Source of Funds: N/A

Budget Amendment Required Y/N?: N/A

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: TBD

Comments:








Attachments

Proposed Fee Schedule

Development Services Fee Schedule Hays County, Texas

Proposed Dec. 2023

All applications must be completed online at www.MGConnect.org. Documents can be uploaded to the application or the individual permit. Paper applications or documents will not be accepted or processed.

Floodplain Permits		
	Development - Outside Special Flood Hazard Area (Outside Floodplain)	\$100 "Class A" (Habitable or Non-Habitable Structure)
	Development - Inside Special Flood Hazard Area (Inside Floodplain) <i>Including but not limited to, man made changes to the landscape, improvements, structures, dredging, filling, grading, excavation, or storage of equipment or materials</i>	\$300 "Class B" (Habitable Structure) \$300 "Class C" (Anything Other Than Habitable Structure)
	Development Without a Permit Fine (Inside Floodplain)	\$600
	Floodplain Determination Request	\$30
On-Site Sewage Facility (OSSF) Permits		
	On-Site Sewage Facility (OSSF) Permit Application	\$610 Single Family Residence* \$910 Non-Single Family Residence*
	Reinspection Fee / Tie-In Inspection	\$150
	Design Resubmission	\$150
	Minor System Alteration <i>Includes but not limited to, sprayhead relocation, distribution line replacement, lift station addition, pump tank replacement</i>	\$310*
	Major System Alteration <i>Includes but not limited to, conversion from spray to drip, aerobic treatment unit replacement</i>	\$510*
	On-Site Sewage Facility Maintenance Contract Late Fee	\$50
	On-Site Sewage Facility Renewal Fee <i>Must include a letter from designer stating no changes have/will be made to original design. Any changes to the design will require a new application, documents, and fee(s).</i>	\$600 (Single Family Residence) or \$900 (Non-Single Family)
	*On-Site Sewage Facility State Fee (TCEQ OSSF Grant Program Fee)	\$10
	<i>Fee applied to all OSSF Applications, including but not limited to, new / alteration system applications</i>	
Food Establishment Permits		
	Food Establishment Permit Application (1-15 Employees)	\$200
	Food Establishment Permit Application (16+ Employees)	\$300
	New Establishment Permit Application Review Fee	1/2 of Permit Fee
	Food Establishment Permit Renewal Application & Review Fee	\$250
	Temporary Event Food Permit <i>Expires 14 calendar days after issuance & valid for a single event</i>	\$50
	Farmers Market Individual Vendor Permit <i>Expires on Dec. 31st of each year. Includes all farmers markets inside of Hays County's jurisdiction.</i>	\$100 Annually
	Yard Egg Producer Permit	\$50 Annually
	Food Establishment Non-Routine Inspection Fee <i>Non-Routine Inspection: Any inspection other than initial pre-operational, routine, initial follow-up, or complaint</i>	\$150
	Change of Ownership Form	\$100
	Additional Document Review / Revisions <i>Including but not limited to, Renovations, Additions, HACCP Plans, New Floorplan, and Construction Plans.</i>	\$150
Planning / Subdivision		
	Application Administrative Review Fee <i>Applies to All Planning / Subdivision Applications</i>	\$500
	Voluntary Preliminary Plan Application	\$500 per part, unit, lot, or space
	Final Plat Application	\$500 per part, unit, lot, or space
	Manufactured Home Rental Communities (MHRC)	\$300 per part, unit, lot, or space
	Revised Plat <i>Including but not limited to, Replat, Revision, Amended Plat, Cancellation, or Vacation</i>	\$300 per part, unit, lot, or space
	Parcel Compliancy Determination Application Review Fee	\$100
	Voluntary Preliminary Plan or Plat Application under Interlocal Agreement <i>Interlocal Fee applies to the ETJ of the following cities: Buda, Dripping Springs, Kyle, San Marcos, Umland, Wimberley, and Woodcreek</i>	\$370 per part, unit, lot, or space
	Public Notification(s) <i>Includes published & written notification(s)</i>	\$100 + actual cost of notification
GIS / Mapping		
	Technical Services <i>Compile existing data into printed map, Print saved map file, New data research, Data conversion or reformatting, Report generation, or Scanning</i>	\$50/Hour
	Professional Services <i>Create New Data, Statistical Analysis, Programming, GPS Field Data Collection, Digitizing</i>	\$100/Hour
	Printed 8½x11 Map**	\$1.00
	Printed 11x17 Map**	\$2.00
	Printed 24x36 Map**	\$18.00
	Printed 42x48 Map**	\$40
	<i>**Cost of printed maps are in addition to service fees and does not include tax. *Maps larger than 11x17 are based on approximately \$0.02 per square inch.</i>	
Health Inspection		
	Day Care Inspection	\$100
	Foster Care Inspection	\$25
Misc. Fees		
	Variance Request - per request type	
	Type I - Administrative Variance	\$100
	Type II - Commissioners Court Determination	\$500
	Development Agreements <i>Agreements include but not limited to, Subdivision Agreements, Licensing Agreements, Phasing Agreements</i>	\$1500
Payments can be made online at www.certifiedpayments.net		
Any payment returned by the bank for Non-Sufficient Funds (NSF) might be subject to a \$30 "NSF Fee".		

**Hays County Commissioners Court**

Date: 01/02/2024

Requested By:

Shari Miller, Human Resources Director

Sponsor:

Commissioner Shell

Co-Sponsor:Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to extend the temporary Communications Manager in the Human Resources Department up to 8 hours per week, to end on or before 2/29/2024 for the completion of the updated Hays County website. **SHELL/INGALSBE/MILLER**

Summary:

On 9/5/23 the Commissioners Court authorized the HR Department to maintain the temporary Communication Manager position through the end of 2023 to finalize the website upgrade. Finalization of the upgraded website needs to be extended in an effort to give the Department Heads and Elected Officials additional time to complete the content changes for individual web pages. This will also give the HR Team time to finalize the main content to ensure continuity between all pages, train end users and complete go live initiatives.

Fiscal Impact:

Amount Requested: \$2,854

Line Item Number: 01-677-00]

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Salary savings due to attrition are available to fund this request.

Temporary Communications Manager	
1/1/24 - 2/29/24	
8 Hrs per week	
9 Weeks	
\$ 36.82 Hrly Rate	
\$ 2,651 Base Salary	
\$ 203 Fringe	
\$ 2,854 Total Needed	

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 01/02/2024

Requested By:

Mike Jones

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to accept a Proposal from Water & Earth Technologies (WET) related to the replacement of the pressure transducer on Little Arkansas Road; authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024 (a)(7)(D), and amend the budget accordingly. **SHELL/MIKE JONES**

Summary:

The pressure transducer at Little Arkansas Road stopped working on November 23th, 2023. WET visited the station and determined that the pressure transducer has failed and needs to be replaced. WET will remove the broken pressure transducer, install the new one and field test it to confirm that it is working correctly. This quote assumes that the old conduit is in good shape and allows the new PT to be pulled through without problems.

Fiscal Impact:

Amount Requested: \$2,558.63

Line Item Number: 001-656-00.5719_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$2,558.63 - Increase Misc. Equipment_Operating 001-656-00.5719_400

(\$2,558.63) - Decrease Eqpt Maint & Repair 001-656-00.5411

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: discretionary exemption pursuant to Texas Local Government Code Ch. 262.024 (a)(7)(D) captive replacement parts or components for equipment

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

WET Quote XPHC054

Discretionary Exemption Certification



12/20/2023

Quotation XPHC054

Prepared for:

Hays County - Office of Emergency Services
Attn: Mike Jones
810 South Stagecoach Trail
San Marcos, TX 78666

Federal Tax Identification No.

84-1440328

Quote Valid Thru

02/18/2024

Prepared by:

Water & Earth Technologies, Inc.

40504 Weld County Road 17
Severance, CO 80524
Phone (970) 225-6080
email: RNiedenzu@wetec.us

Quote Title: Little Arkansas Road Pressure Transducer Replacement

Quote Information

The pressure transducer at Little Arkansas Road stopped working on November 23th, 2023. WET visited the station and determined that the pressure transducer has failed and needs to be replaced. WET will remove the broken pressure transducer, install the new one and field test it to confirm that it is working correctly. This quote assumes that the old conduit is in good shape and allows the new PT to be pulled through without problems.

Item Description	Model No.	Unit Price	Qty	Amount
Stainless-Steel Pressure Transducer - 425 ft	Keller Acculevel	\$ 1,478.63	1	\$ 1,478.63
				\$ -
				\$ -
				\$ -
Items Total				\$ 1,478.63

Labor Description	ENG I Hours	Field Tech II Hours	Amount
Remove the old PT	1	1	\$ 270.00
Install the new PT	2	2	\$ 540.00
Field testing the new PT	1	1	\$ 270.00
			\$ -
			\$ -
Labor Total			\$ 1,080.00


Total Cost \$ 2,558.63

Thank you for your consideration!

Hays County Commissioners Court
January 2, 2024
Water & Earth Technologies: Little Arkansas Road

Attn: County Clerk

As per requirements to authorize a discretionary exemption per Texas Local Government Code 262.024(a)(7)(D), the Emergency Services Department recognizes Water Earth and Technologies as a sole source provider to provide replacement parts and accessories for the Hays County Early Flood Warning System (EFWS).



Mike Jones, Director of Emergency Services



Hays County Commissioners Court

Date: 01/02/2024

Requested By:

Mike Jones

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to accept a Proposal from Water & Earth Technologies (WET) related to the replacement of the pressure transducer at Old Bastrop Hwy and Cottonwood Creek, authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024 (a)(7)(D), and amend the budget accordingly. **INGALSBE/MIKE JONES**

Summary:

The pressure transducer at Old Bastrop Hwy at Cottonwood Creek stopped working on December 14th, 2023. WET visited the station and determined that the pressure transducer has failed and needs to be replaced. WET will remove the broken pressure transducer, install the new one and field test it to confirm that it is working correctly. This quote assumes that the old conduit is in good shape and allows the new PT to be pulled through without problems.

Fiscal Impact:

Amount Requested: \$2,864.42

Line Item Number: 001-656-00.5719_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$2,865 - Increase Misc. Equipment_Operating 001-656-00.5719_400

(\$2,865) - Decrease Eqpt Maint & Repair 001-656-00.5411

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Discretionary Exemption pursuant to Texas Local Government Code Ch. 262.024 (a)(7)(D), captive replacement parts or components for equipment

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

XPHC055

Discretionary Exemption Certification



12/20/2023

Quotation XPHC055

Prepared for:

Hays County - Office of Emergency Services
Attn: Mike Jones
810 South Stagecoach Trail
San Marcos, TX 78666

Federal Tax Identification No.

84-1440328

Quote Valid Thru

02/18/2024

Prepared by:

Water & Earth Technologies, Inc.

40504 Weld County Road 17
Severance, CO 80524
Phone (970) 225-6080
email: RNiedenis@wetec.us

Quote Title: XPHC055 - Old Bastrop Hwy at Cottonwood Creek PT Replacement

Quote Information

The pressure transducer at Old Bastrop Hwy at Cottonwood Creek stopped working on December 14th, 2023. WET visited the station and determined that the pressure transducer has failed and needs to be replaced. WET will remove the broken pressure transducer, install the new one and field test it to confirm that it is working correctly. This quote assumes that the old conduit is in good shape and allows the new PT to be pulled through without problems.

Item Description	Model No.	Unit Price	Qty	Amount
Stainless-Steel Pressure Transducer - 600 ft	Keller Acculevel	\$ 1,784.42	1	\$ 1,784.42
				\$ -
				\$ -
				\$ -
Items Total				\$ 1,784.42

Labor Description	ENG I Hours	Field Tech II Hours	Amount
Remove the old PT	1	1	\$ 270.00
Install the new PT	2	2	\$ 540.00
Field testing the new PT	1	1	\$ 270.00
			\$ -
			\$ -
Labor Total			\$ 1,080.00

Total Cost \$ 2,864.42

Thank you for your consideration!

Hays County Commissioners Court

January 2, 2024

Water & Earth Technologies: Old Bastrop Hwy & Cottonwood Creek

Attn: County Clerk

As per requirements to authorize a discretionary exemption per Texas Local Government Code 262.024(a)(7)(D), the Emergency Services Department recognizes Water Earth and Technologies as a sole source provider to provide replacement parts and accessories for the Hays County Early Flood Warning System (EFWS).

Mike Jones

Mike Jones, Director of Emergency Services



Hays County Commissioners Court

Date: 01/02/2024

Requested By:

Jennifer Doinoff

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to execute a contract with Tenex Software Solutions, Inc., effective September 1, 2023, utilizing their Buyboard contract 710-23. **SHELL/DOINOFF**

Summary:

The Hays County Elections Office utilizes the services provided by Tenex Software Solutions, Inc. for Precinct Central Electronic Poll Book Services. Tenex Software Solutions was awarded a new contract through the Buyboard Purchasing Cooperative, 710-23 and Hays County is updating the contract.

Fiscal Impact:

Amount Requested: \$36,900

Line Item Number: 001-655-00.5429

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Buyboard Contract 710-23

Auditor's Office

G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Tenex Software Solutions Contract

Tenex Software Solutions, Inc.

Precinct Central

Tenex Software Solutions, Inc.

PRECINCT CENTRAL ELECTRONIC POLL BOOK CONTRACT - BUYBOARD

This contract ("Agreement") is entered into as of September 1 2023 (the "Effective Date") by and between Tenex Software Solutions, Inc., a Florida corporation, having its principal place of business at 5021 W. Laurel St., Tampa, Florida 33607 ("Tenex" "Vendor" or "Company"), and Hays County, Texas ("Customer" or "County"), and governs the provision of the Precinct Central ePollbook Solution (the "Solution" as defined herein) by Tenex to County, and the use of the System (as defined below) by County, together with related services provided by Tenex to County, all in accordance with its terms. This contract also follows the terms per the Buyboard contract number 710-2 Election Voting Systems Equipment & Supplies. For convenience, Tenex and Hays County, TX are sometimes referred to in the Contract Documents as "Parties".

1.0 DEFINITIONS

The following definitions will apply:

- a. **System.** "System" means the individual modules or products that make up the system. The overall system suite is known as "Precinct Central"
- b. **Customer Data.** "Customer Data" means any of the customer's information, documents, or electronic files that are provided to Tenex including Election and/or Voter data.
- c. **Service.** "Service" means Tenex's work product necessary for providing electronic check-ins, voter processing and election related functions
- d. **Support.** "Support" means the ongoing services by Tenex to support & maintain the System as defined below.
- e. **Solution.** "Solution" means the Precinct Central ePollbook system provided by Tenex, under the Agreement, inclusive of all hardware, Software and services required to make the Precinct Central ePollbook system fully functional
- f. **Contract Documents.** "Contract Documents" means this Agreement, including all exhibits and attachments
- g. **Agreement.** "Agreement" shall mean this software purchase agreement document, including all exhibits and attachments hereto.
- h. **Deliverables.** "Deliverables" shall mean any products furnished or services provided by or through Tenex under the Contract Documents.
- i. **CAS.** "CAS" or "Custom Application Software" means custom software components of the Solution developed by Tenex and required to fulfill the specifications in the Contract Documents including, but not limited to, parametric instructions, program source statements, and customization of standard software components. CAS does not include software developed by other or third parties ("TPS").
- j. **TPS.** "TPS" means the software components of the Solution other than CAS, including computer program, documentation, updates and related material. Software developed by entities other than Tenex.
- k. **Software.** "Software" means A collection of computer programs, codes or data used to direct the operation of a computer or iPad device, including any documentation giving instructions on how to use them, including CAS and TPS.
- m. **Acceptance.** "Acceptance" means written acceptance of Deliverable(s) provided by Tenex under the Agreement following successful completion of acceptance testing of the Solution by Customer. Payment, progress payments, or partial use of the Solution by the Customer shall not constitute acceptance of Deliverables not furnished, implemented or operating in accordance with the requirements of the Contract Documents.
- o. **Contract Price.** "Contract Price" means the maximum price to be paid by County for all Deliverables to be rendered by or through Tenex under the Agreement for all Deliverables, including a fully implemented and fully functioning Solution as described in the Contract Documents, together with the cost of the Warranty Period following Acceptance.
- p. **Precinct Central or Purchased Product.** "Precinct Central" or "Purchased Product" means the complete solution for maintaining voter lists, voter eligibility to cast a vote, capture a signature and make

consolidated and individual reports available to the Customer. The full features of the software for the purposes of this Agreement and license are outlined in Section A of this agreement and in the Contract Documents.

q. **Warranty Period.** "Warranty Period" means the 12-month period after Acceptance of the Solution by Customer during which period Tenex will correct any material deficiencies in the Solution or Deliverables at Tenex's expense.

r. **Prime Time Hours.** "Prime Time Hours" means any time during the 30 days prior to election day, election day, and 21 days after election day.

s. **Major Downtime.** "Major Downtime" means problem(s) with Precinct Central or its components which significantly interfere with the functionality or reliability of its operations or intended purpose.

2.0 DELIVERABLES & DEADLINES

Tenex Software Solutions, Inc. shall perform the Services and provide the software ("Software") to Customer, according to a Project Schedule to be outlined at the outset of the project.

Tenex will implement the Precinct Central electronic poll book solution ("Solution") for the Customer. Precinct Central is an electronic poll book solution that runs on an iPad and provides functionality for checking-in voters at the polls. The Solution provides powerful tools for verifying voter eligibility to vote during an election, allowing the voter to sign for a ballot, poll worker payroll tracking, ballot inventory tracking, and more. The Software consists of: web-hosting and storage provided on Amazon Cloud Server, remote support during implementation, remote training for administrative staff (20 hours included), and a solution for verifying voter eligibility and checking them in during an election. The Hardware included with the system depends on the configuration of the County and usually consists of: Enterprise locked iPad, Tenex proprietary Flip & Share stand, wireless receipt printer, and carrying case for all equipment.

Any delays in Tenex's performance caused by Customer third parties shall not constitute a breach of this Agreement by Tenex. Any delays in Customer's performance caused by Tenex Software Solutions, Inc. or third parties shall not constitute a breach of this Agreement by Customer.

3.0 SOFTWARE LICENSE AND SERVICE AGREEMENT

3.1 Use Rights

During the term and subject to the terms of this Agreement, Tenex hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right to permit Customer's Users to use the Solution and its Components for Customer's business purposes.

3.2 License and Use Restrictions

Customer shall not, directly, indirectly, alone or with another party, (i) copy, disassemble, reverse engineer, or decompile the System or its Components; (ii) modify, create derivative works based upon, or translate the System or its Components; (iii) license, sell, rent, lease, transfer, grant any rights in or otherwise commercially exploit the System in any form to any other party, (iv) describe, show, tell, or explain any feature or portion of features or capabilities to any party including other vendors of county nor shall Customer attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder. You acknowledge and agree that Tenex shall own all right, title, and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the System and any suggestions, enhancement requests, feedback, recommendations or other information provided by Customer.

3.3 Customer Data

Customer owns all right, title, and interest in the Customer Data. Customer hereby grants to Tenex, a non-exclusive, non-transferable, non-sublicensable right and license to use, copy, transmit, modify and display the Customer Data solely for the purposes of the Customer's use of the System. Tenex shall not use the Customer Data except to improve the System and as necessary to perform its obligations set forth in this Agreement.

3.4 Security

Customer is solely responsible for maintaining the security of all usernames and passwords granted to it, for the security of its information systems used to access the System, and for its Users compliance with the terms of this Agreement. Tenex will act as though any electronic communications it receives under Customer's user names have been sent by Customer. Customer will immediately notify Tenex if it becomes aware of any loss or theft or

unauthorized use of any Customer's passwords or user names. Tenex has the right at any time to terminate or suspend access to any Customer if Tenex believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the System or Tenex's network.

All performance under this Contract, shall be in accordance with the County's security requirements, policies, and procedures. Vendor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.

The County agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection, and security of proprietary software and other proprietary data.

3.5 SLA - Service Level Agreement

Attachment A - Service Level Agreement outlines the information technology services provided as part of this contract for Hays County Texas. This includes specific details for State Error Incidents, Downtime, Emergency Maintenance, Schedule Downtime and Service Availability. This document is included as part of this contract for clarification.

4.0 SUPPORT

4.1 Updates

Tenex shall deliver Updates to the System that apply to the Customer's current edition at no additional charge. Only those Updates that apply to the Customer's current edition will be delivered automatically to the Customer at no additional charge.

4.2 Error Correction

Tenex shall use commercially reasonable efforts to correct all Errors or to provide a reasonable workaround as soon as is possible using its reasonable efforts during Tenex's normal business hours. Customer shall provide such access, information, and support as Tenex may reasonably require in the process of resolving any Error.

4.3 Support Exclusions

Tenex is not obligated to correct any Errors or provide any other support to the extent such Errors or need for support was created in whole or in part by: (i) the acts, omissions, negligence, or willful misconduct of the Customer, including any unauthorized modifications of the System or its operating environment; (ii) any failure or defect of Customer's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of Tenex's firewall).

5.0 OWNERSHIP OF PURCHASED PRODUCTS

5.1 Warranties

Tenex warrants and represents that it is, and on the date of the delivery of the Product shall be, the sole owner and copyright holder of the Purchased Product; that it has, and on the date of the delivery of the Purchased Product shall have, the full right and authority to grant this license; and that neither this license nor performance under this Agreement does or shall conflict with any other agreement or obligation to which Company is a party or by which it is bound.

5.2 Deliverables

Title to all other Deliverables, such as training documentation, to be provided to the County by or through Tenex as a part of this Agreement shall remain sole property of Tenex and should not be distributed, shared or shown to any other party without written explicit permission from an authorized Tenex employee.

6.0 FEES, EXPENSES & PAYMENT

6.1 Project Fees - Reference Attachment A / Hays_County_TX_Precinct Central 10_18_2923_V1

Customer agrees to pay the following annual fees.

- \$10,800.00 for License and Support for Precinct Central to be billed annually payable on October 1st.
- \$5,600.00 for License and Support for Live Results to be billed annually payable on October 1st.
- \$5,000.00 for License and Support for Election Response to be billed annually payable on October 1st.
- \$15,500.00 for License and Support for Election Force to be billed annually payable on October 1st.

All pricing is subject to the Pricing, Terms and Conditions of the BuyBoard Contract 710-23 Election Voting Systems and Supplies.

6.2 Expenses

Unless an expense is approved in advance by Customer, Tenex Software Solutions, Inc. shall be responsible for all expenses incurred while performing services under this Agreement.

6.3 Payment Terms

Customer will pay Tenex Software Solutions, Inc. as follows:

- Tenex Software Solutions, Inc. will submit an invoice at contract signing for the half the amount of all Licenses and Support and hardware to be paid by the customer upon delivery.
- Tenex Software Solutions, Inc. will submit an invoice at contract signing for the last half the amount of all Licenses and Support and hardware after the hardware acceptance to be paid by the customer upon delivery.
- Tenex Software Solutions, Inc. will submit an invoice for annual renewal fees annually at the beginning of each contract year. Payment will be due from Customer on receipt of the invoice.

7.0 INTELLECTUAL PROPERTY

7.1 Intellectual Property Ownership

Tenex Software Solutions, Inc. owns the entire copyright, title and interest in the following content ("Content"):

- All information regarding Precinct Central and Precinct Central software, scripts used to create reports, data transformation utilities and monitoring modules used to keep track of the health of the system.
- All training materials and documentation provided to the customer.

Customer will secure all necessary rights to copyright, trademark or other intellectual property to any materials it submits to Tenex Software Solutions, Inc. for use in the Services.

Nothing in this section will affect ownership of intellectual property created and owned by any entities not a party to this Agreement and not pursuant to an agreement with Tenex. Prior agreements for other products will not be affected by this agreement.

7.2 Warranty

Tenex Software Solutions, Inc. warrants that it has the rights and authority to grant all assignments and licenses granted by Tenex Software Solutions, Inc. in this Agreement.

7.3 Permitted Uses

Tenex grants to the Customer a non-exclusive license to use the Precinct Central solution at their polling locations for verifying voter eligibility and checking in voters for an election event. Customer agrees to protect the intellectual and confidential property of Tenex unless Tenex provides a written waiver for the terms of this requirement.

8.0 TERM & TERMINATION

8.1 Term

The term of this Agreement shall be three years (36 months) starting September 1 2023 through August 31, 2026. The contract will terminate July 31, 2026. This contract is subject to the terms and conditions of Buyboard contract number 710-23 Election Voting Systems Equipment & Supplies.

9.0 CONTRACTOR RELATIONSHIP

Tenex Software Solutions, Inc. is an independent contractor, and neither Tenex Software Solutions, Inc. nor Tenex's employees or contract personnel are, or shall be deemed, Customer's employees. This Agreement does not create a partnership relationship. Neither Tenex Software Solutions, Inc. nor Customer has authority to enter into contracts on the other's behalf.

10.0 NON-SOLICITATIONS & CONFIDENTIAL INFORMATION

10.1 Non-solicitation

During, and for a period of one year after termination of this Agreement, Customer and Company mutually agree not to solicit or recruit each other's employees, contractors, or freelancers.

10.2 Confidential Information

Tenex Software Solutions, Inc. and Customer agree not to use or disclose to any third party, either during or after the term of this Agreement, any proprietary or confidential information of the other party without the other party's consent. Tenex Software Solutions, Inc. and Customer shall not be restricted in using any material, which is publicly available, already in their possession, or known to them, or which is rightfully obtained from sources other than the other party.

Proprietary or confidential information includes business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind owned by Tenex Software Solutions, Inc. or by Customer; and any information marked "Proprietary" or "Confidential."

11.0 WARRANTIES & REPRESENTATIONS

Tenex Software Solutions, Inc. warrants that it is able to complete the Services in a professional and timely manner; that any Project Deliverables shall be original or all necessary permissions and releases obtained and paid for; and that any Project Deliverables shall not contain any false, misleading, libelous or unlawful matter.

Customer warrants that any material given by Customer to Tenex Software Solutions, Inc. for use in the Services under this Agreement shall be original or all necessary permissions and releases obtained and paid for; and that any such material shall not contain any false, misleading, libelous or unlawful matter.

12.0 LIABILITY


12.1 Limitation of Remedies

Customer's exclusive remedy, and Tenex's sole liability for any case or controversy arising out of Tenex's failure to perform any of its obligations hereunder shall be to terminate this Agreement pursuant to Section 8.1 and receive a refund from Tenex Software Solutions, Inc. of the unearned portion of any fees paid with respect to the Services.

13.0 ATTACHMENTS

List of Attachments included as part of this agreement

Attachment A - Hays_County_TX_Precinct Central 10_18_2923_V1

Client: Hays County, TX County Clerk	Contractor: Tenex Software Solutions, Inc.
<p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Mailing Address: _____</p> <p>_____</p> <p>Date: _____</p>	<p>Signature: </p> <p>Name: Ravi Kallen</p> <p>Title: President</p> <p>Mailing Address: 5021 W. Laurel St</p> <p>Tampa, FL 33607</p> <p>Tax ID #: 59-3647858</p> <p>Date: 09/06/2023</p>



Hays County Commissioners Court

Date: 01/02/2024

Requested By:

Jeff McGill, IT Director

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement with Tyler Technologies related to the build out of a new testing/training realm for the Enterprise Courts and Justice (Odyssey) systems and amend the budget accordingly. **INGALSBE/McGILL**

Summary:

Under the Sourcewell purchasing contract 090320-TTI, Tyler Technologies will create a new testing and training realm for Odyssey that will be utilized for training and testing of new updates and patches prior to deploying to the production environment. The IT Department is currently in the process of rolling out the Odyssey 2023 version as well as deploying new custom configurations for the District Courts. This test realm is needed in order to thoroughly test patches and train staff on new features of Odyssey 2023.

Fiscal Impact:

Amount Requested: \$1,870

Line Item Number: 001-680-00.5718_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$1,870 - Increase Software_Operating 001-680-00.5718_400

(\$1,870) - Decrease Software Maintenance 001-680-00.5429

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Sourcewell purchasing contract 090320-TTI

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Tyler Tech PSA



Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Hays County, TX (the "Client") as of the last date written below (the "Effective Date").

Background

WHEREAS, Client is a current customer of Tyler and a user of Tyler's proprietary software; and

WHEREAS, Client desires to engage Tyler to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and the Client agree as follows:

A. Tyler shall furnish the services described in this Agreement, and Client shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein: (1) Schedule 1; and (2) Terms and Conditions.

Schedule 1

DESCRIPTION OF SERVICES	HOURS	RATE/HR.	T&M AMOUNT
Tech Services	8	\$185	\$1,480
Project Management	2	\$195	\$390
No travel expenses, as all work will be completed remotely			
Client Name: Hays County, TX IMS Site Build			
			TOTAL CONTRACT AMOUNT \$1,870

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto.

TYLER TECHNOLOGIES, INC.

CLIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Professional Services Agreement Terms and Conditions

1. Services. Tyler shall perform the services set forth in Schedule 1.

2. Compensation. Tyler shall perform its services hereunder on a time and materials basis at the rates specified in Schedule 1. In addition, the Client shall reimburse Tyler for travel, lodging, and food expenses reasonably incurred by Tyler in performing its services hereunder as set forth in Schedule 1. Tyler shall invoice the Client on a monthly basis, which invoice shall be due and payable within thirty (30) days. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies Inc. – Operating

3. Term and Termination. This Agreement shall commence as of the Effective Date and shall continue until terminated or all work is complete (the "Term"). The Client may terminate this Agreement at any time by delivering a written notice of its intent to terminate to Tyler; provided, however, that the Client must pay Tyler for all costs and expenses incurred under this Agreement prior to the date of termination. Tyler may terminate this Agreement if the Client fails to pay any invoice when due or if the Client breaches any of its other obligations hereunder. Upon termination for any reason, each party shall immediately return all documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

4. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

5. Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

6. Limitation of Liability.

THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO TOTAL FEES PAID TO TYLER UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF EITHER PARTY; (B) DAMAGES OCCASIONED BY VIOLATION OF LAW.

7. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.

8. Insurance. Upon written request, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:

- a) Commercial general liability of at least \$1,000,000;
- b) Automobile liability of at least \$1,000,000;
- c) Professional liability of at least \$1,000,000; and
- d) Workers compensation complying with statutory requirements.

9. Miscellaneous.

(a) Tax Exempt Status. Client is a governmental tax-exempt entity and shall not be responsible for any taxes for any services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

(b) Assignment. Neither Tyler nor the Client shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Entire Agreement. This Agreement and the Schedules hereto constitute the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof. The Exhibits to this Agreement are incorporated by reference herein.

(e) Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

(f) Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

(g) Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

(h) No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

(i) Equitable Relief. Each party covenants, represents, and warrants that any violation of this Agreement by such party with respect to its respective obligations set forth in Section 4 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a Court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

(j) Survival. The provisions of Sections 4 through 9 shall survive the expiration or termination of this Agreement.



AGENDA ITEM REQUEST FORM: K. 7.

Hays County Commissioners Court

Date: 01/02/2024

Requested By:

Shari Miller, HR Director

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to update compensation related sections of the current HR Personnel Policy and set guidelines for the February 1st Step Plan Implementation. **BECERRA/MILLER/DORSETT**

Summary

Recommendations will be provided during open court.



Hays County Commissioners Court

Date: 01/02/2024

Requested By:

Judge Elaine Brown

Sponsor:

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a contract with Evoke Wellness related to substance-use treatment for the County Court at Law Mental Health Specialty Court. **INGALSBE/BROWN**

Summary:

This contract will provide Mental Health Court participants with residential, detox, and IOP substance-use services. It will serve those with or without insurance. Moreover, Evoke will provide scholarships to 5 individuals per year for those without insurance, free of cost to the individual and the county.

Fiscal Impact:

Amount Requested: \$45,000

Line Item Number: 011-763-99-161.5448

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Government Code Chapter 2254, Professional Services

Auditor's Office

G/L Account Validated Y/N?: Yes, Contract Services

New Revenue Y/N?: N/A

Comments:

Attachments

Evoke Wellness Contract Packet

Contract for Substance Use Treatment

Between

Hays County

And

Evoke Wellness

Contract Initiation Date: January 2, 2024

Hays County hereby referred to as the "County" enters into a contract with Evoke Wellness hereby referred to as "EW". The purpose of this contract is to establish a collaborative contractual relationship for providing substance use services and treatment for adults participating in the Hays County Mental Health Court Program hereby referred to as "MHC".

COLLABORATION : The County, MHC, and EW are committed to providing the highest quality behavioral health and substance use services. The County, MHC, and EW agree to develop this contractual relationship in a manner that promotes communication, mutual trust and respect with the goal of benefiting the clients they each serve. MHC and EW will strive to resolve problems at the clinical level, ensuring that decisions can be made quickly and appropriately. MHC and EW will, whenever clinically appropriate, utilize a Coordination/Consultative approach to empower the assigned clinicians and treatment team with EW and MHC to better address the behavioral and mental health needs of their patients and help meet established treatment goals.

CONDITIONS PERTAINING TO SUBSTANCE USE SERVICES FOR MHC CLIENTS

1. For clients referred to EW and upon meeting the criteria for admission for a 30-day residential stay, clinicians will provide a clinical biopsychosocial assessment, creation of a comprehensive treatment plan, group and individual counseling services, as well as such other services typically included in a residential treatment stay.
2. For clients referred to EW and upon meeting criteria for admission to the Intensive Outpatient Program (telehealth or in person), clinicians will provide clinical biopsychosocial assessment, creation of a comprehensive treatment plan, group and individual counseling services consisting of 24 sessions in total with 3 sessions a week for 8 weeks. In addition, individual sessions will be conducted every 2 weeks or as clinically necessary.
3. For clients referred to EW and upon meeting criteria for admission to Detox services, clinicians will provide clinical biopsychosocial assessment, creation of a comprehensive treatment plan, medical-assisted detox, as well as such other services typically included in a stay for medically managed detox services in a residential setting.
4. EW shall provide the services outlined above in accordance with (i) the same standard of care, skill and diligence customarily used by similar providers in the community in which such services are rendered, (ii) the requirements of applicable law, and (iii) in the same manner as provided to other Hays County clients.

5. EW will request a signed release of information that will allow clinicians to reach out to program staff in the event of change in treatment.
6. EW Clinicians reserve the right to refuse clinical services after a clinical assessment if the clinician in their professional judgment feels that client:
 - a. Would not benefit from clinical services;
 - b. Does not meet criteria;
 - c. Does not currently have capacity for progress in an individual therapeutic setting due to cognitive functioning and limitations and/or medical needs are beyond what the facility can manage; or
 - d. Needs higher medication management as evidenced by unmanaged severe mental health symptoms impeding ability to engage in treatment
7. EW will bill for all sessions in accordance with the fee for service payment arrangement attached to this contract.
8. EW and MHC will share treatment plan records. EW will share weekly to biweekly with MHC staff and community mental health providers via phone or email updates of the court participants engagement in treatment and if progressing or regressing. MHC will work with EW to ensure appropriate authorizations are in place pursuant to HIPAA and 42 CFR Part 2 to enable such information sharing.
9. MHC clients will be seen by a licensed clinician while engaged in EW services who will hold one of the following licensures: LMFT, LPC, LMFT-A, LMSW, LCDC A/I or LPC-Associate. Any clinician who is currently licensed under supervision will also provide credentials of their clinical supervisor and agree to maintain supervision while providing services to MHC clients.

PAYMENT FOR BEHAVIORAL HEALTH SERVICES

1. Mental Health Court Staff will complete a financial assessment with the court participant to assess if they have insurance and/or the ability to pay.
2. If the court participant does have insurance accepted by Evoke, the court participant will be required to use that insurance to cover the cost.
3. If the court participant:
 - A) does not have insurance;
 - B) has insurance but cannot pay the copay; or
 - C) does not have the ability to pay out of pocket for treatment

Then the County will provide the financial support to cover the co-pay or full cost of treatment (whichever cannot be financially contributed by the court participant) that the court participant needs to comply with the requirements of the court.

EW will invoice the County monthly for all services by the tenth (10th) calendar day of the month. Invoices will be net 30 days. Invoices will be sent to accountspayable@co.hays.tx.us

4. Payments will not exceed \$45,000 during the contract period.
5. As indicated, MHC will issue an IRS form 1099.
6. EW reserves the right to terminate services if payment is not received within 30 calendar days of invoice date.
7. Based off of the Financial Assessment MHC clients who cannot pay for treatment out of pocket, or cannot pay the co-pay with commercial insurance may qualify for a scholarship from Evoke Wellness to receive treatment at no cost to the county. The number of people that Evoke Wellness can provide scholarships for will be maximum 5 individuals per year. These individuals will be staffed with Evoke staff and evaluated by their staff to determine that they meet criteria for their treatment services before this decision is made.

SUPPLEMENTAL TERMS AND CONDITIONS

1. MHC and EW agree to explore in good faith all evident supplemental terms and conditions which may be of benefit to the clients, family members, and the communities served by MHC and EW.
2. The County, MHC, and EW agree to maintain all appropriate and applicable licenses required to perform the work as stated in this Contract.
3. During the performance of this Contract, the County, MHC and EW agree that they shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, Vietnam era or disabled veteran status, presence of HIV/AIDS or AIDS-related illnesses, or the presence of any sensory, mental or physical handicap or genetic information. The County, MHC, and EW further agree that they shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination.
4. EW agrees to notify MHC in writing within three (3) calendar days if a clinician license is suspended, revoked, voluntarily relinquished, or subject to terms of probation or other restrictions. The County, MHC, and EW further agree that they will notify the other if any other situation occurs which will materially affect their ability to carry out their duties and obligations under this Contract.
5. This Contract may be subject to funding or reimbursement from one or more federal programs. Accordingly, to the extent required by OMB Circular A-102 (grants and cooperative agreements with state and local governments) or other federal law or regulation, EW will comply with all applicable regulations as listed in Appendix "A"-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
6. EW may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management System (SAM). Certification and registration required as outlined in Appendix "B".

INSURANCE REQUIREMENTS

1. EW shall maintain for the duration of this Contract, insurance (as specified in subparagraph d. of this Section) against claims for injuries to persons or damages to property which may arise from, or in

connection with, the performance or work hereunder by EW, their agents, representatives, employees, and/or subcontractors.

2. Coverage (as specified in subparagraph d. of this Section) shall be at least as broad as:

a. General Liability: COMMERCIAL GENERAL LIABILITY

b. Professional liability, Errors, and Omissions Coverage: In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided.

c. For the purpose of this Contract section, "Professional Services" shall mean any services provided by a licensed professional.

d. Minimum Limits of Insurance: Professional Liability, Errors, and Omissions: \$1,000,000/\$3,000,000.

TERM OF THE AGREEMENT

1. The period of performance of this agreement shall be from 1/2/2024 until 12/31/2024 and shall renew automatically for one-year terms unless either EW or the County gives thirty (30) days or more advance written notice of intent to not renew.

AMENDMENT

1. This contract may be amended through the mutual agreement of EW and the County. Either organization may initiate a proposed amendment.

2. All agreed upon amendments shall be communicated in writing and signed by both the County and EW.

TERMINATION

1. It is the intention of MHC and EW to make all reasonable efforts to successfully comply with the terms of this Contract. Whenever possible EW and the County will extend a thirty (30) day time period to one another to remedy any situation that is found by either party to not be in accordance with this Contract.

2. This Contract may be terminated without cause by either party providing the other party is given thirty (30) days advance written notice of the termination.

3. EW and the County shall each have the right to terminate this Contract immediately upon the occurrence of any of the following events:

a. EW or the County commits a material breach of this Contract.

GOVERNING LAW AND ORDER OF PRECEDENCE

1. This Contract shall be governed by the laws of the State of Texas. Venue for any case or controversy arising from or in connection with this Contract shall lie in a court of competent jurisdiction in Hays County, Texas or in the United States District Court for the Western District of Texas—Austin Division, if applicable.

2. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: Applicable federal statutes and regulations in regards to federal funding only; Texas State statutes and regulations; express terms of this Contract; exhibits of this Contract.

2. If any provision of this Contract is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, unless the provisions held invalid or unenforceable shall substantially impair the benefits of the remaining portions of this Contract.

ENTIRE CONTRACT

1. This Contract and the documents attached hereto and herein referenced, as duly modified from time to time, contain the entire Contract.

2. None of the provisions of this Contract are intended or deemed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Contract. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employer, representative, or joint venture of the other.

3. In witness whereof, the parties hereto have executed this Contract as of the Initiation Date.

Signature (Evoke Wellness)

Date:

Name:

Title:

Signature (Hays County)

Date:

Name: Ruben Becerra

Title: Hays County Judge

Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the

requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials (§ 200.323) - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L) (§ 200.322) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent’s Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

System for Award Management (SAM)

Vendor may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

Authorized Signature:

Printed Name and Title:

Respondent's Tax ID:


Telephone:

If Respondent is a corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

Fee for Service Payment Arrangement

Evoke Wellness will charge a flat rate for Detox and Residential treatment services of \$500.00 / Day

Evoke Wellness will charge \$225 per IOP session attended – Each IOP session is 3 hours in duration and offered 3 days a week

DocuSigned by:

DE4AE72D18E5486...

10/18/2023

Neil McKinnell

Manager



AGENDA ITEM REQUEST FORM: **L. 1.**

Hays County Commissioners Court

Date: 01/02/2024

Requested By:

Sponsor:

Judge Becerra

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, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court.

BECERRA

Summary

Additional information will be provided during Executive Session.



AGENDA ITEM REQUEST FORM: L. 2.

Hays County Commissioners Court

Date: 01/02/2024

Requested By:

Sponsor:

Commissioner Cohen

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near Hillside Terrace in Precinct 2. Possible discussion and/or action may follow in open court. **COHEN**

Summary
